



The Study Meeting of the West Valley City Council will be held on Tuesday, May 3, 2016, at 4:30 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted April 28, 2016, 5:00 PM

## A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
  - A. April 19, 2016
4. Review Agendas for Council Regular, Redevelopment Agency, Housing Authority, and Building Authority Meetings of May 3, 2016
5. Ordinances:
  - A. 16-17: Amend Sections 16-1-101, 16-2-101, 16-4-101, 16-5-101, 16-11-101, 16-12-101, 16-13-101, and 16-14-101 and Enact Section 16-15-101 of Title 16 of the West Valley City Municipal Code to Adopt the 2014 and 2015 Editions of the International Codes
6. Resolutions:

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

- A. 16-72: Support the Efforts of the West Valley City Youth City Council to Educate the City's Youth Concerning the Hazards of Electronic Cigarettes
  - B. 16-73: Authorize the City to Enter into a First Amendment to the Theatre Sublease Agreement with Hale Centre Theatre for Use of the Hale Centre Theatre Facility
  - C. 16-74: Award a Contract to Layton Construction to Complete the Basement of the Utah Cultural Celebration Center Located at 1355 West 3100 South
  - D. 16-75: Approve an Agreement Between West Valley City and the Utah Transit Authority for the Rerouting of Bus Rapid Transit Service in Fairbourne Station
  - E. 16-76: Authorize and Approve the Execution and Delivery of a Master Lease Agreement by and Between the City and the Municipal Building Authority of West Valley City, Utah ("The Authority") and a Ground Lease Agreement; Authorize the Issuance and Sale by the Authority of Its Lease Revenue and Refunding Bonds, Series 2016, in the Aggregate Principal Amount of Not More Than \$36,000,000; and Related Matters
  - F. 16-77: Adopt a Tentative Budget for the Fiscal Year Commencing July 1, 2016 and Ending June 30, 2017; and Setting August 9, 2016 as the Date for Public Hearing
7. Communications:
- A. Budget Discussion (30 min)
  - B. Council Update
  - C. Potential Future Agenda Items

8. New Business:
  - A. Council Reports
9. Motion for Executive Session
10. Adjourn

## MINUTES OF COUNCIL STUDY MEETING – APRIL 19, 2016

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, APRIL 19, 2016, AT 4:30 P.M. IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor  
Don Christensen, Councilmember At-Large  
Lars Nordfelt, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Steve Buhler, Councilmember District 2  
Karen Lang, Councilmember District 3  
Steve Vincent, Councilmember District 4

STAFF PRESENT:

Paul Isaac, Acting City Manager  
Nichole Camac, City Recorder  
  
Nicole Cottle, Assistant City Manager/CED Director  
Eric Bunderson, City Attorney  
Lee Russo, Police Chief  
John Evans, Fire Chief  
Layne Morris, CPD Director  
Russell Willardson, Public Works Director  
Sam Johnson, Strategic Communications Director  
Don Groo, Acting Finance Director  
Jason Ereksen, Acting Parks and Recreation Director  
Jake Arslanian, Public Works Department  
Steve Lehman, CED Department  
Jody Knapp, CED Department  
Brook Anderson, CED Department  
Steve Pastorik, CED Department  
Dan Johnson, Public Works Department

### 1. **APPROVAL OF MINUTES OF STUDY MEETING HELD APRIL 5, 2016**

The Council read and considered Minutes of the Study Meeting held April 5, 2016. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Study Meeting held April 5, 2016. Councilmember Christensen seconded the motion.



## MINUTES OF COUNCIL STUDY MEETING – APRIL 19, 2016

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A voice vote was taken and all members voted in favor of the motion.

### 2. **REVIEW AGENDA FOR REGULAR MEETING SCHEDULED APRIL 19, 2016**

The City Council reviewed items on the Agenda for the Regular Meeting scheduled later this night, as follows:

#### **Item No. 8. B. – PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-1-2016 FILED BY WEST VALLEY CITY REQUESTING A ZONE TEXT CHANGE TO SECTION 7-6-305 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ALLOW PATIO COVERS TO ENCROACH INTO THE REAR YARD SETBACK**

Mayor Bigelow indicated a public hearing had been advertised for the Regular Council Meeting scheduled April 19, 2016, in order for the City Council to hear and consider public comments regarding Application ZT-1-2016 filed by West Valley City requesting a zone text change to Section 7-6-305 of the West Valley City Municipal Code to allow patio covers to encroach into the rear yard setback.

Jody Knapp, CED Department, explained if the City Council was not comfortable with a 3-foot wall, item “H” on the proposed ordinance could be eliminated.

Mayor Bigelow expressed his concern that the proposal did not seem like a significant difference between an addition on a home for living space versus a patio.

The City Council discussed benefits of attaching and detaching patios and various requirements in the existing code and setbacks.

Upon inquiry there were no further comments, questions or concerns regarding items on the Agenda for the Regular Meeting scheduled later this night.

### 3. **CITY COUNCIL, PLACE PINWHEELS IN HONOR OF CHILD ABUSE PREVENTION MONTH, FRONT OF CITY HALL APPROXIMATELY 4:35 P.M.**

At 4:46 P.M. Mayor Bigelow invited members of the Council, audience members, and City staff to walk to the front of City Hall where the City Council members then placed pinwheels to represent victims of Child Abuse.

The City Council returned to the Multi-Purpose Room at 4:50 P.M. and Mayor Bigelow called the Study Meeting back to order at 5:06 P.M.

### 4. **AWARDS, CEREMONIES AND PROCLAMATIONS SCHEDULED APRIL 26, 2016**

#### **A. PROCLAMATION DECLARING THE LAST FRIDAY OF APRIL AS ARBOR DAY IN WEST VALLEY CITY**

## MINUTES OF COUNCIL STUDY MEETING – APRIL 19, 2016

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Upon inquiry, Councilmember Lang offered to read a proclamation declaring the last Friday of April as Arbor Day in West Valley City, at the Regular Council Meeting scheduled April 26, 2016.

The City Council discussed preservation of trees in the City including efforts that could be made to ensure this tradition was continued.

### 5. **PUBLIC HEARINGS SCHEDULED APRIL 26, 2016**

#### A. **PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING APPLICATION NO. S-7-2016 FILED BY KEN KELTER REQUESTING APPROVAL TO AMEND THE LANDING CONDOMINIUMS LOCATED AT 2780 SOUTH 5600 WEST**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled April 26, 2016, in order for the City Council to hear and consider public comments regarding Application No. S-7-2016 filed by Ken Kelter requesting approval to amend the Landing Condominiums located at 2780 South 5600 West.

Proposed Ordinance No. 16-16 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

#### **ORDINANCE NO. 16-16, AN ORDINANCE APPROVING THE AMENDMENT OF THE LANDING CONDOMINIUMS IN WEST VALLEY CITY**

Steve Lehman, CED Department, discussed Application No. S-7-2016 and proposed Ordinance No. 16-16 that would approve an amendment of the Landing Condominiums in West Valley City.

Written documentation previously provided to the City Council included information as follows:

The subject property was located at 2780 South 5600 West and was immediately south of the Workforce Services building. The property was presently being used for medical and retail uses in the C-2 zone.

The applicant had proposed to amend the existing condominium plat by formally platting the convertible land into a new building pad. The definition of a condominium was the ownership of a single unit in a multiunit project, together with an undivided interest in the common areas and facilities of the property.

The Landing Condominium plat had been recorded in May of 2011. As part of that plat, a portion had been designated as convertible land, meaning it would develop at a later tie. Under provisions of the Utah Condominium Act, the

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applicant had five years to convert this space. As May 2016 would be the five-year mark, the applicant was proposing to utilize the convertible land.

All exterior parking spaces, landscaping and common areas were held in common ownership. The applicant had submitted an updated and amended declaration and CCRs that would address the convertible land space. The existing site received conditional use approval from the City in 2005. The site plan approved for the property had not changed from its original approval. Parking, landscaping and building improvements were in good condition.

Councilmember Vincent stated he did not like the connectivity between this parcel and the one to the south, and he questioned whether something could be done to provide access between those properties.

Mr. Lehman indicated he would talk about this concern, including options, with the property owner.

Mayor Bigelow inquired if a building would be constructed in the near future.

Mr. Lehman informed that the Planning Commission had reviewed plans for a new building and the applicant was hoping to begin development soon.

The City Council will hold a public hearing and consider Application No. S-7-2016 and proposed Ordinance No. 16-16 at the Regular Council Meeting scheduled April 26, 2016, at 6:30 P.M.

6. **RESOLUTION NO. 16-64, APPROVING THE PURCHASE OF A WATER LINE CONNECTION AND CAPITAL IMPROVEMENTS FROM THE GRANGER-HUNTER IMPROVEMENT DISTRICT FOR THE WEST VALLEY SKATE PARK**

Jason Erekson, Acting Parks and Recreation Director, discussed proposed Resolution No. 16-64 that would approve the purchase of a water line connection and capital improvements from the Granger-Hunter Improvement District, in the amount of \$146,123.19, for the West Valley Skate Park.

Written documentation previously provided to the City Council included information as follows:

With the construction of the skate park and surrounding landscape areas, a water connection would be required for the project. Granger-Hunter Improvement District had a fixed schedule of fees in place for water meters and associated capital improvement costs. The cost for the water meter and capital improvements necessary for the project would be in the amount of \$146,123.19.

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Connecting to existing water systems in Centennial Park would not be sufficient to water the newly-constructed landscape areas around the Skate Park, and would overburden the current system. Granger-Hunter Improvement District directed the water line for the Skate Park to be connected on the west side of 5600 West to an existing water line under 5600 West. This would provide water for the Skate Park project and for future development of the former wetland area. The City would not need to pay the cost of installing a new water line under 5600 West but would be assessed for a meter and capital improvement costs. Installation of the meter would be done by the skate park contractor and was included as part of the project price.

Upon inquiry, Mr. Erikson advised that the fire hydrant would be removed.

The City Council will consider proposed Resolution No. 16-64 at the Regular Council Meeting scheduled April 26, 2016, at 6:30 P.M.

### 7. **NEW BUSINESS SCHEDULED APRIL 26, 2016**

#### A. **CONSIDER APPLICATION NO. S-4-2016 FILED BY ANDY HUBBARD, REPRESENTING GREAT BASIN ENGINEERING, REQUESTING FINAL PLAT APPROVAL FOR FMC WEST VALLEY SUBDIVISION LOCATED AT 4101 WEST PIONEER PARKWAY**

Steve Lehman, CED Department, discussed Application No. S-4-2016 filed by Andy Hubbard, representing Great Basin Engineering, requesting final plat approval for FMC West Valley Subdivision located at 4101 West Pioneer Parkway.

Written documentation previously provided to the City Council included information as follows:

The purpose of the proposed subdivision would be to create two lots within an existing parking lot. The location of the new FMC building would be on Lot 1 located in the northeast corner of the parking lot. Lot 1 would comprise 20,000 square feet that was required in the C-2 zone. Lot 2 would contain approximately 117,000 square feet and would remain a parking lot for the foreseeable future.

Access to the subdivision would be gained from Pioneer Parkway. Access in and through the two lots would be achieved by interior drive aisles. Recorded access easements would need to be recorded along with the subdivision plat. In addition to the access easements, drainage easements would also exist to accommodate storm water.

The Planning Commission had approved a conditional use application for the new building. The subdivision plat would simply provide the mechanism to divide the

## MINUTES OF COUNCIL STUDY MEETING – APRIL 19, 2016

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property as required by the applicant. The subdivision plat would contain easements and other information applicable to the division of property to ensure the site could develop in accordance with City ordinances.

Upon inquiry by Councilmember Buhler, he was advised there would be an agreement with the hospital to provide parking and the subject agreement would run with the land and be recorded with the subdivision.

The City Council will consider Application No. S-4-2016 at the Regular Council Meeting scheduled April 26, 2016, at 6:30 P.M.

### 8. COMMUNICATIONS

#### A. PRESENTATION BY UDOT (UTAH DEPARTMENT OF TRANSPORTATION)

David Schwartz, representative of UDOT (Utah Department of Transportation), discussed and explained upcoming projects to occur in West Valley City, including an update regarding I-215 reconstruction and Mountain View Corridor progress.

Members of the City Council made inquiries of Mr. Schwartz regarding various improvements and projects.

#### B. COUNCIL UPDATE

Mayor Bigelow referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events as follows:

##### April

April 20, 2016  
Wednesday

Harman Heritage Series- Garfield County Stories and Songs, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West

April 21, 2016  
Thursday

Great Utah ShakeOut, 10:15 AM

April 21, 2016  
Thursday

Home and Garden Improvement Festival, 4:00 PM till Dusk- Fairbourne Station Promenade, 2900 West Lehman Avenue

April 26, 2016  
Tuesday

RDA, HA, and BA Meetings CANCELED

April 27, 2016  
Wednesday

Salt Lake Home Builders Association, 12:00 PM- 1:30 PM- Mountain America Credit Union- Tanner Auditorium, 7167 Center Park Drive West Jordan

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### May

May 3, 2016  
Tuesday

Municipal Stormwater in Utah: Enforcement Trends, Compliance Challenges, and Practical Solutions, 8:00 AM- 10:00 AM- Holland & Hart, 222 South Main Street, Suite 2200, Salt Lake City

May 3, 2016  
Tuesday

RDA, HA, and BA Meetings Scheduled

May 5, 2016  
A.M.-  
Thursday

UDOT Annual Visit with County and Cities, 9 11 A.M.- Calvin Rampton Complex (1<sup>st</sup> floor), 4501 South 2700 West

May 7, 2016  
Saturday

Big Ass Show/ Death Cab for Cutie, 4:00 PM- USANA Amphitheatre, 5125 South 6400 West

May 10, 2016  
Tuesday

Special RDA, HA, and BA Meetings Scheduled

May 12, 2016  
Thursday

Youth Arts Festival, 5:00 P.M.-6:30 P.M.- Fairbourne Station, 2900 West Lehman Ave

May 14, 2016  
Saturday

Fire Ops 101, 7:00 AM- 3:00 PM- Stansbury Elementary School, 3050 South 2700 West

May 18, 2016  
Wednesday

Harman Heritage Series- Drops in a Bucket & Other Songs, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West

May 19, 2016  
Thursday

My Place Economy Extended Stay Grand Opening, 11:00 AM to 2:00 PM- 3074 Decker Lake Drive

May 20, 2016  
Friday

Free Movies in the Park (Movie: Turbo), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South

May 24, 2016  
Tuesday

Silent Hero Breakfast, 8:00 AM- 9:30 AM- Granite Education Foundation, 2500 S State Street- Five Story Building Room #D102

May 26, 2016  
Thursday

Summer at the Station Concert

May 30, 2016  
Monday

Memorial Day Holiday- City Hall Closed

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May 31, 2016

No City Council Meetings- 5<sup>th</sup> Tuesday

### June

June 3, 2016  
Friday

Free Movies in the Park (Movie: Bee Movie), Starts at Dusk (Approx. 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave

June 7, 2016  
Tuesday

RDA, HA, and BA Meetings Scheduled

June 9, 2016  
Thursday

Summer at the Station Concert

June 9, 2016  
Thursday

Slipknot with Marilyn Manson, 6:30 PM- USANA Amphitheatre, 5125 South 6400 West

June 13, 2016-  
June 24, 2016  
Thursday- Sunday

WestFest- Centennial Park, 5405 West 3100 South

June 14, 2016  
Tuesday

Steely Dan/Steve Winwood, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West

June 15, 2016  
Wednesday

Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West

June 17, 2016  
Friday

Free Movies in the Park (Movie: TBD), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South

June 23, 2016  
Thursday

Summer at the Station Concert

June 24, 2016  
Friday

Jason Aldean, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West

June 25, 2016  
Saturday

Boston, 7:30 PM, USANA Amphitheatre, 5125 South 6400 West

June 30, 2016 –  
July 4, 2016

Traveling Vietnam Memorial Replica “The Healing Wall”- Location TBD

### July

July 4, 2016

Independence Day Holiday- City Hall Closed

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Monday

July 7, 2016  
Thursday

Summer at the Station Concert

July 8, 2016  
Friday

Free Movies in the Park (Movie: Madagascar 3),  
Starts at Dusk (Approx 9:30 PM)- Fairbourne  
Station, 2900 West Lehman Ave

July 9, 2016  
Saturday

Bret Michaels, 4:00 PM- USANA Amphitheatre,  
5125 South 6400 west

July 10, 2016  
Sunday

G-Eazy “Endless Summer Tour”, 6:30 PM-  
USANA Amphitheatre, 5125 South 6400 West

July 16, 2016  
Saturday

The Piano Guys, 7:30 PM- USANA Amphitheatre,  
5125 South 6400 West

July 20, 2016  
Wednesday

Korn & Rob Zombie, 7:30 PM- USANA  
Amphitheatre, 5125 South 6400 West

July 21, 2016  
Thursday

Keith Urban feat. Brett Eldredge, 7:30 PM-  
USANA Amphitheatre, 5125 South 6400 West

July 21, 2016  
Thursday

Summer at the Station Concert

July 25, 2016  
Monday

Pioneer Day Holiday- City Hall Closed

July 26, 2016  
Tuesday

Weezer/ Panic at the Disco, 7:00 PM- USANA  
Amphitheatre, 5125 South 6400 West

July 29, 2016  
Friday

Florida Georgia Line, 7:00 PM- USANA  
Amphitheatre, 5125 South 5400 West

July 29, 2016  
Friday

Free Movies in the Park (Movie: Rio), Starts at  
Dusk (Approx. 9:30 PM) – Centennial Park,  
5415 West 3100 South

August

August 2, 2016  
Tuesday

National Night Out/ No City Council Meetings

August 4, 2016  
Thursday

Summer at the Station Concert



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August 12, 2016 Friday	Free Movies in the Park (Movie: Kung Fu Panda 3), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
August 18, 2016 Thursday	Summer at the Station Concert
August 20, 2016 Saturday	Josh Groban with Special Guest Sarah McLachlan, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
August 21, 2016	Journey and The Doobie Brothers, 7:00 PM USANA Amphitheatre, 5125 South 6400 West
August 26, 2016 Friday	5 Seconds of Summer, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 27, 2016 Saturday	Lynyrd Skynyrd, 8:00 PM- USANA Amphitheatre, 5125 South 6400 West
August 29, 2016	Heart, Cheap Trick, and Joan Jett, 6:30 PM- USANA Amphitheatre, 5125 South 6400 West
August 30, 2016	No Council Meetings- 5 <sup>th</sup> Tuesday
<u>September</u> September 2, 2016 Friday	The Dixie Chicks, 7:00 PM- USANA Amphitheater, 5125 South 6400 West
September 5, 2016 Monday	Labor Day Holiday- City Hall Closed
September 11, 2016 Sunday	Black Sabbath, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
September 16, 2016 Friday	Def Leppard with REO Speed Wagon and Tesla, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
September 17, 2016 Saturday	Dirks Bentley, TBD- USANA Amphitheatre, 5125 South 6400 West
September 30, 2016 Friday	Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125 South 6400 West

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### October

October 1, 2016  
Saturday

Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125 South 6400 West

October 4, 2016  
Tuesday

RDA, HA, and BA Meetings Scheduled

October 13, 2016  
Thursday

Brantley Gilbert, TBD- USANA Amphitheatre, 5125 South 6400 West

### November

November 11, 2016  
Friday

Veteran's Day Holiday

November 24, 2016  
Thursday

Thanksgiving Holiday- City Hall Closed

November 29, 2016

No Council Meetings- 5<sup>th</sup> Tuesday

### December

December 27, 2016

No Council Meetings- Christmas

Councilmember Christensen advised the Home and Garden Festival was scheduled for the upcoming Thursday, and Cops for Kids with Sizzler would be Thursday between 4:00 – 8:00 P.M. as well.

He also inquired if the Council should do anything for The Great Utah Shakeout.

In response, Fire Chief Evans advised nothing specific should be done however members of City staff and Council members were encouraged to participate.

### **C. POTENTIAL FUTURE AGENDA ITEMS**

Upon inquiry by Mayor Bigelow, there were no future agenda items to be discussed.

## **9. COUNCIL REPORTS**

### **A. COUNCILMEMBER STEVE VINCENT – ARTS COUNCIL SUMMER PLAY, “CHITTY CHITTY BANG BANG**

Councilmember Vincent advised that the Arts Council had decided on “Chitty Chitty Bang Bang” for the summer play.

He also discussed a recent phone call from Orchard Elementary who was hoping that a Council member could speak for Career Day scheduled May 9<sup>th</sup> and 10<sup>th</sup>.

Councilmember Vincent stated the Skate Park was under construction and there

## **MINUTES OF COUNCIL STUDY MEETING – APRIL 19, 2016**

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was a piece of property on the corner not being used and suggested children could possibly create their own bike path there.

Jason Erikson, Acting CED Director, indicated the suggestion made by Councilmember Vincent could be investigated.

Public Works Director, Russell Willardson, advised the subject property was used as a retention basin so it might not work well for another use.

### **B. MAYOR RON BIGELOW – VETERAN’S PROJECT UPDATE**

Mayor Bigelow updated the City Council on the Veteran’s Project. He stated it had grown in quality and cost and there had been a lot of support for it. He explained that depending on how it went the City could break ground within the next year.

The City Council discussed possible options for the location.

Councilmember Vincent stated he envisioned soccer fields at Centennial Park.

Councilmember Buhler mentioned along 3500 South near the Cultural Center.

Councilmember Nordfelt expressed concern about maintenance costs.

Mayor Bigelow indicated maintenance costs would not be an issue as the City would not be financially responsible for ongoing maintenance.

### **10. MOTION TO ADJOURN**

Upon motion by Councilmember Christensen all voted in favor to adjourn.

**THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING OF TUESDAY, APRIL 19, 2016, WAS ADJOURNED AT 6:06 P.M. BY MAYOR BIGELOW.**

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, April 19, 2016.

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Nichole Camac  
City Recorder

DRAFT



The Regular Meeting of the West Valley City Council will be held on Tuesday, May 3, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted April 28, 2016 at 10:00 AM

## A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Mayor Ron Bigelow
4. Special Recognitions
5. Approval of Minutes:
  - A. April 19, 2016
6. Awards, Ceremonies and Proclamations:
  - A. Employee of the Month Award, May 2016- Merari Lopez, Legal Department
7. Comment Period:

*(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the*

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

*comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)*

- A. Public Comments
  - B. City Manager Comments
  - C. City Council Comments
8. Resolutions:
- A. 16-65: Authorize Amending the Contract with Taser International for Participation in Taser's Officer Safety Plan to Provide Unlimited Storage Capacity for All Digital Data and Evidence as well as the Purchase of 190 Tasers at a Discounted Price
  - B. 16-66: Approve an Interlocal Contract for Cooperative Purchasing Between West Valley City and Houston-Galveston Area Council
  - C. 16-67: Authorize the City to Enter into a Reimbursement Agreement with RAR Investments, LLC for Storm Drain Improvements at Approximately 7114 West SR-201 North Frontage Road
  - D. 16-68: Authorize the Execution and Recording of a Delay Agreement between West Valley City and RAR Investments, LLC for Property Located at Approximately 7114 West SR-201 North Frontage Road
9. Consent Agenda:
- A. Reso. 16-69: Authorize the City to Accept a Warranty Deed, Storm Drain Easement, and an Ingress, Egress, and Access Easement with Boyd Enterprises Utah, LLC From and Across Properties Located at 2242 South and 2195 South Presidents Drive (15-20-101-024 and 15-20-102-002)

- B. Reso. 16-70: Authorize the City to Accept a Grant of Temporary Construction Easement from Aklesh Kumar for Property Located at 3015 West Lehman Avenue (15-33-105-012)
  - C. Reso. 16-71: Authorize the City to Accept a Grant of Temporary Construction Easement from Phillip W. Lucas for Property Located at 3040 West Lehman Avenue (15-33-104-010)
- 10. New Business:
    - A. City Manager Submit FY 2016-2017 Proposed Budget
  - 11. Motion for Executive Session
  - 12. Adjourn



WEST VALLEY CITY REDEVELOPMENT AGENCY  
3600 CONSTITUTION BOULEVARD  
WEST VALLEY CITY, UTAH 84119

STEVE BUHLER, CHAIR  
TOM HUYNH, VICE CHAIR

The Regular Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, May 3, 2016, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted April 28, 2016, 10:00 AM

**A G E N D A**

1. Call to Order- Chair Steve Buhler
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
  - A. April 5, 2016
5. Communications
6. Report of Chief Executive Officer
7. New Business
  - A. Chief Executive Officer Submit FY 2016-2017 Proposed Budget
8. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
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WEST VALLEY CITY HOUSING AUTHORITY  
3600 CONSTITUTION BOULEVARD  
WEST VALLEY CITY, UTAH 84119

LARS NORDFELT, CHAIR  
STEVE VINCENT, VICE CHAIR

The Regular Meeting of the West Valley City Housing Authority will be held on Tuesday, May 3, 2016, at 6:30 PM, or as soon thereafter as the Redevelopment Agency Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted April 28, 2016, 10:00 AM

**A G E N D A**

1. Call to Order- Chair Lars Nordfelt
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
  - A. April 5, 2016
5. Communications
6. Report of Executive Director
7. New Business
  - A. Executive Director Submit FY 2016-2017 Proposed Budget
8. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.



WEST VALLEY CITY MUNICIPAL BUILDING AUTHORITY  
3600 CONSTITUTION BOULEVARD  
WEST VALLEY CITY, UTAH 84119

DON CHRISTENSEN, CHAIR  
KAREN LANG, VICE CHAIR

The Regular Meeting of the West Valley City Municipal Building Authority will be held on Tuesday, May 3, 2016, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted April 28, 2016, 10:00 AM

**A G E N D A**

1. Call to Order- Chair Don Christensen
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
  - A. April 5, 2016
5. Communications
6. Report of Chief Executive Officer
7. New Business
  - A. Chief Executive Officer Submit FY 2016-2017 Proposed Budget
8. Adjourn

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- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

**Item:** \_\_\_\_\_  
**Fiscal Impact:** N/A \_\_\_\_\_  
**Funding Source:** \_\_\_\_\_  
**Account #:** \_\_\_\_\_  
**Budget Opening Required:** ☐

**ISSUE:**

Enactment of 2014 National Electrical Code and 2015 International Building Code, International Energy Conservation Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Property Maintenance Code, and International Existing Building Code.

**SYNOPSIS:**

This ordinance amends Sections 16-1-101, 16-2-101, 16-4-101, 16-5-101, 16-11-101, 16-12-101, 16-13-101, and 16-14-101 and enacts Section 16-15-101 of the West Valley City Municipal Code to adopt the updated international codes.

**BACKGROUND:**

In the 2015 legislative session, the Utah Legislature passed H.B. 316, which adopted the newest international code updates. The updated codes referenced above are the newest editions of the international codes and are part of a comprehensive multi-year, ongoing review process to ensure that building standards are in accordance with the highest safety standards. The updated codes take effect on July 1, 2016, requiring the City to update its ordinance accordingly.

**RECOMMENDATION:**

Enact the proposed ordinance.

**SUBMITTED BY:**

Ed Domian, Chief Building Official

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**Section 2. Amendment.** Sections 16-1-101, 16-2-101, 16-4-101, 16-5-101, 16-11-101, 16-12-101, 16-13-101, and 16-14-101 of the West Valley City Code are hereby amended as follows:

**16-1-101. ADOPTION OF INTERNATIONAL BUILDING CODE.**

(1) For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of the buildings and structures and certain equipment within the City, the entire ~~2012~~ 2015 edition of the International Building Code, as promulgated by the International Code Council, including any amendments that have been or may be made by the State of Utah ~~through the Utah Uniform Building Codes Commission~~, is hereby adopted with such deletions, modifications, exceptions, and other amendments as set forth in Section 16-1-102. The International Building Code, as adopted above, is hereby fully incorporated as if set herein in its entirety, with the amendments as set forth in Section 16-1-102, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, one copy of the International Building Code has been filed for use and examination by the public in the City Recorder's Office.

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**16-2-101. ADOPTION OF INTERNATIONAL MECHANICAL CODE.**

(1) For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances within the City, the entire ~~2012~~ 2015 edition of the International Mechanical Code, including any amendments that have been or may be made by the State of Utah ~~through the Utah Uniform Building Codes Commission~~, is hereby adopted as promulgated by the International Code Council. The International Mechanical Code is

hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, one copy of the International Mechanical Code has been filed for use and examination by the public in the City Recorder's Office.

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**16-4-101. ADOPTION OF THE INTERNATIONAL PLUMBING CODE.**

(1) For the purpose of providing minimum requirements and standards for the protection of the public health, safety and welfare by regulation the erection, installation, alteration, addition, repair, relocation, replacement, and maintenance or use of any plumbing system, the entire ~~2012~~ 2015 edition of the International Plumbing Code, including any amendments that have been or may be made by the State of Utah ~~through the Utah Uniform Building Codes Commission~~, is hereby adopted as promulgated by the International Code Council. The International Plumbing Code is hereby fully incorporated, as adopted above, as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, one copy of the International Plumbing Code has been filed for use and examination by the public in the City Recorder's Office.

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**16-5-101. ADOPTION OF THE NATIONAL ELECTRICAL CODE.**

(1) For the purpose of safeguarding persons and property from hazards arising from the use of electricity, the entire ~~2011~~ 2014 edition of the National Electrical Code is hereby adopted as promulgated by the National Fire Protection Association, including any amendments that have been or may be made by the State of Utah ~~through the Utah Uniform Building Codes Commission~~. The National Electrical Code, as adopted above, is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, ~~three copies~~ one copy of the National Electrical Code ~~have~~ has been filed for use and examination by the public in the City Recorder's Office prior to its adoption and, thereafter, at least one copy shall be in the City Recorder's Office at all times.

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**16-11-101. ADOPTION OF INTERNATIONAL RESIDENTIAL CODE.**

(1) For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of single family dwellings, duplexes, townhouses and accessory buildings within the City, the entire ~~2012~~ 2015 edition of the International Residential Code as promulgated by the International Code Council, including any amendments that have been or may be made by the State of Utah ~~through the Utah Uniform Building Codes Commission~~, is hereby adopted with such deletions, modifications, exceptions, and other amendments as set forth in Section 16-11-102. The International Residential Code, as adopted above, is hereby fully incorporated as if set out herein in its entirety, with the amendments as set forth in Section 16-11-102; and, from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953 as amended, one copy of the International Residential Code has been filed in the Office of the City Recorder for use and examination by the public.

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**16-12-101. ADOPTION OF INTERNATIONAL FUEL GAS CODE.**

(1) For the purpose of providing minimum standards to safeguard the life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances within the City, the entire ~~2012~~ 2015 edition of the International Fuel Gas Code, including any amendments that have been or may be made by the State of Utah ~~through the Utah Uniform Building Codes Commission~~, is hereby adopted as promulgated by the International Code Council. The International Fuel Gas Code is

hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953, as amended, one copy of the International Fuel Gas Code has been filed for use and examination by the public in the City Recorder's Office.

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**16-13-101. ADOPTION OF INTERNATIONAL ENERGY CONSERVATION CODE.**

(1) For the purpose of providing minimum standards to safeguard the life or limb, health, property and public welfare by regulating and controlling the design of building envelopes to provide for adequate thermal resistance and minimal air leakage, and to regulate the selection of utility equipment for buildings within the City, the entire ~~2012~~ 2015 edition of the International Energy Conservation Code, including any amendments that have been or may be made by the State of Utah ~~through the Utah Uniform Building Codes Commission~~, is hereby adopted as promulgated by the International Code Council. The International Energy Conservation Code is hereby fully incorporated as if set out at length herein, and from the effective date of this Chapter, the provisions thereof shall be controlling within the corporate limits of the City.

(2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953, as amended, one copy of the International Energy Conservation Code has been filed for use and examination by the public in the City Recorder's Office.

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**16-14-101. ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE.**

(1) For the purpose of prescribing regulations governing building maintenance for the interior and exterior of structures, space requirements and maximum occupancy, and heating, plumbing, light and ventilation in buildings, the entire ~~2012~~ 2015 edition of the International Property Maintenance Code ("IPMC") is hereby adopted as recommended by the International Code Council.

(2) Pursuant to §10-3-711, Utah Code Annotated, 1953 as amended, one copy of the Code has been filed for use and examination by the public in the office of the City Recorder prior to the adoption of this Ordinance.

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**Section 3.     Enactment.** Section 16-15-101 is hereby enacted as follows:

**16-15-101.     ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE.**

- (1) For the purpose of providing alternative approaches to repair, alteration, and additions to existing buildings which do not comply with current building codes, and to avoid cost prohibitive retrofits in excess of the value of the existing building, the entire 2015 edition of the International Existing Building Code, including any amendments that have been or may be made by the State of Utah, is hereby adopted as recommended by the International Code Council.
- (2) Pursuant to Section 10-3-711, Utah Code Annotated, 1953, as amended, one copy of the International Existing Building Code has been filed for use and examination by the public in the City Recorder's Office.
- .....

**Section 4.     Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 5.     Effective Date.** This Ordinance shall take effect on July 1, 2016.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**Item:** \_\_\_\_\_  
**Fiscal Impact:** N/A \_\_\_\_\_  
**Funding Source:** \_\_\_\_\_  
**Account #:** \_\_\_\_\_  
**Budget Opening Required:** ☐

**ISSUE:**

A resolution supporting the Youth City Council's efforts to educate the youth of the City concerning the hazards of electronic cigarette usage.

**SYNOPSIS:**

This resolution declares the City Council's support of the Youth City Council's efforts and commends the Youth City Council's work to promote the health, safety, and welfare of the citizens of the City.

**BACKGROUND:**

The Youth City Council has observed a dramatic increase in the usage of electronic cigarettes by fellow students and young people in the City. Electronic cigarette usage represents a significant health hazard to students who often face significant pressure to use these products. The Youth City Council wishes to educate fellow students to ensure that the hazards of electronic cigarette usage are well known and to encourage students to avoid these products.

**RECOMMENDATION:**

Approve the proposed resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION SUPPORTING THE EFFORTS OF THE  
WEST VALLEY CITY YOUTH CITY COUNCIL TO  
EDUCATE THE CITY'S YOUTH CONCERNING THE  
HAZARDS OF ELECTRONIC CIGARETTES.**

**WHEREAS**, the West Valley City Youth City Council (the "Youth Council") is established by ordinance to encourage the youth of the City to participate in City government and public affairs; and

**WHEREAS**, the Youth Council assists the City Council in understanding the challenges faced by the young people of the City; and

**WHEREAS**, the Youth Council has become aware of dramatically increasing rates of electronic cigarette use among youth in the City; and

**WHEREAS**, emerging research indicates that electronic cigarette use is connected to a number of health risks; and

**WHEREAS**, over 22,000 Utah junior high and high school students use electronic cigarettes on a regular basis; and

**WHEREAS**, the rate of electronic cigarette usage among junior high and high school students has doubled in Salt Lake County since 2013; and

**WHEREAS**, electronic cigarettes frequently contain nicotine, a highly addictive substance with substantial health risks for users; and

**WHEREAS**, the health of the citizens of West Valley City, particularly the youth of the City, is of paramount importance to the City; and

**WHEREAS**, the Youth Council desires to work to educate the youth of the City concerning the hazards of electronic cigarette usage;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the City Council supports the efforts of the Youth Council to discourage electronic cigarette usage among the youth of the City and that the City Council commends the Youth Council for their efforts and activism in promoting the health, safety, and welfare of the residents of the City.

**PASSED, APPROVED, AND MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Item #:	
Fiscal Impact:	\$480,298.00
Funding Source:	N/A
Account #:	
Budget Opening Required:	N/A

**ISSUE:** A resolution approving an amendment to the Hale Centre Theatre Lease that provides a one-year extension.

**SYNOPSIS:**

Hale Centre Theatre desires to extend the current Lease for a period of one year.

**BACKGROUND:**

The City and Hale Centre Theatre entered into a Sublease Agreement as of March 1, 2007, which expires on December 31, 2016. Hale Centre Theatre is moving to Sandy where a new theatre is underway for their operations. However, the new theatre will not be completed prior to December 31, 2016, and Hale Centre Theatre will lose a year of operations unless the Sublease Agreement is amended and the Term is extended.

**RECOMMENDATION:**

City staff recommends approval of the resolution.

**SUBMITTED BY:**

J. Eric Bunderson, City Attorney

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER  
INTO A FIRST AMENDMENT TO THE THEATRE  
SUBLEASE AGREEMENT WITH HALE CENTRE  
THEATRE FOR USE OF THE HALE CENTRE THEATRE  
FACILITY.**

**WHEREAS**, West Valley City leases the West Valley City Harman Hall Community Theatre facility (hereinafter the "Theatre") from the Municipal Building Authority, and entered into a Theatre Sublease Agreement (hereinafter the "Sublease") with Hale Centre Theatre, a Utah non-profit corporation (hereinafter "Hale"), effective as of March 1, 2007; and

**WHEREAS**, Hale and the City desire to extend the term of the Sublease for a period of one year; and

**WHEREAS**, an amendment to the Sublease has been prepared for execution by and between the City and Hale, a copy of which is attached hereto and entitled "First Amendment to Theatre Sublease Agreement" (hereinafter the "Amendment"), that sets forth the rights, duties and obligations of each of the parties with respect thereto; and

**WHEREAS**, the City Council has determined that it is in the best interests of the health, safety, and welfare of the City and its residents to enter into this Amendment to the Sublease;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the Mayor is hereby authorized to sign the Amendment to the Sublease for and in behalf of West Valley City, subject to approval of the final form of the Amendment by the City Manager and the City Attorney's Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**

**FIRST AMENDMENT TO THEATRE SUBLEASE AGREEMENT**  
**[West Valley City/Hale Centre Theatre]**

This First Amendment to Theatre Sublease Agreement ("Amendment") is made as of April \_\_\_\_\_, 2016 by and between WEST VALLEY CITY, a municipal corporation of the State of Utah (the "City"), and HALE CENTRE THEATRE, a Utah nonprofit corporation ("Hale"). The City and Hale are jointly referred to as the "Parties."

**RECITALS**

A. The City, as sub-landlord, and Hale, as subtenant, entered into that certain Theatre Sublease Agreement effective as of March 1, 2007 (the "Agreement"), pursuant to which Hale leases from the City that certain theatre-in-the-round located at 3333 South Decker Lake Drive, West Valley City, Utah 84119 (as more particularly described in the Agreement, the "Theatre"). Any term used in this Amendment that is capitalized but not defined shall have the same meaning as set forth in the Agreement, as amended by this Amendment.

B. The City and Hale desire to amend the Agreement to extend the term of the Agreement to allow Hale to operate beyond the initial term of the Agreement.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. **Amendment.** The Agreement is hereby amended as follows:

1.1 Term of Agreement. Section 4 of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

4. **TERM OF SUBLEASE.** The initial term ("Initial Term") of this Agreement, and Hale's right to the use and occupancy of the Site, including the Theatre and the Theatre Parking Facilities, for the purposes and on the terms and conditions set forth herein, shall commence on the date of the execution of this Agreement by the parties and shall end on December 31, 2016 provided that commencing January 1, 2017, the term of this Agreement shall extend for one (1) year, terminating on December 31, 2017.

1.2 Notices: Payment of Rent. Section 31.B. of the Agreement is hereby amended by adding the following to the end thereof:

After December 31, 2016, payments by Hale of base rent, variable rent, and any parking rent pursuant to Section 7 of this Agreement shall be made by check or wire transfer to West Valley City as follows:

West Valley City  
3600 South Constitution Boulevard  
West Valley City, UT 84119

1.3 Hale's Improvements and Additions.

Section 20.E. of the Agreement is hereby amended as follows:

All improvements, additions, and alterations made to the Theatre by Hale shall become the property of the City upon the expiration or termination of this Agreement and shall remain in, and be surrendered with, the Theatre without molestation, disturbance, or injury. Personal property, trade fixtures, and equipment of Hale shall remain the property of Hale and may be removed by Hale upon the expiration or earlier termination of this Agreement (or subsequent extension as extended). Notwithstanding the foregoing sentence, trade fixtures that will remain in the Theatre will be identified by the Parties prior to the expiration or earlier termination of this Agreement (or subsequent extension as extended).

1.4 Theatre Rental Payment.

1.4.1. Section 6.A. of the Agreement is hereby amended by adding the following to the end thereof:

The total rent payment amount for calendar year 2017 shall be \$480,298.00 with monthly payments to the City of \$40,024.00 being due by the 10<sup>th</sup> day of each month in which the payment is due.

1.4.2. Section 6.B. of the Agreement is hereby amended to read as follows:

Prior to January 1, 2017 the payment for the Parking Rent (if any) shall be made to the Trustee and shall be payable on or before the tenth (10th) day of the month for the previous month's rental, or as may be otherwise agreed upon by the parties in writing. Subsequent to January 1, 2017 the payment for Parking Rent (if any) shall be made to the City and shall be payable on or before the tenth (10th) day of the month for the previous month's rental, or as may be otherwise agreed upon by the parties in writing.



- 1.5 Lawful Use; Negative Covenants of Hale. Section 17.B.(3) of the Agreement is amended to read as follows:

Abandon the Theatre during the Initial Term of this Agreement.

- 1.6 Deletion of Certain Provisions.

1.6.1. Sections 17.B(4), 17.B(10), 17.B(11), 50.A(1) and 50.A(2) of the Agreement are hereby deleted in their entirety.

1.6.2. The phrase "or the staging of theatrical performances in a location other than the Theatre," in Section 28.D. of the Agreement is deleted in its entirety.

- 1.7 Capital Repairs and Replacements. The second sentence of Section 22.C. of the Agreement is amended to read as follows:

The City shall establish a segregated interest-bearing account in a financial institution in West Valley City that shall hold the Capital Repair and Replacement Fund.

- 1.8 Breach by Hale. The language of section 28.D. of the Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

Hale's abandonment or vacation of the Theatre during the Initial Term of this Agreement unless otherwise authorized by this Agreement.

- 1.9. Notice and Remedies for Breach. Section 30.B.(2) of the Agreement is amended to read as follows:

The City and Hale agree that because of the status of Hale as the exclusive tenant of the Theatre, and because the City is relying on the long-term residence of Hale in the Theatre in borrowing and expending funds for the design and construction of the Theatre, a breach of this Agreement by Hale's intentional abandonment of the Theatre prior to January 1, 2017 or other breach of this Agreement will cause great damage to the City in amounts that are difficult for the parties to calculate. Therefore, the City and Hale agree that should Hale breach this Agreement by the intentional abandonment of the Theatre and the staging of theatrical performances at another site prior to January 1, 2017, the City shall be entitled to collect from Hale, liquidated damages in the amount of Fifty Thousand Dollars (\$50,000) per calendar year for each calendar year or portion of a calendar year remaining during the term of this Agreement. The liquidated damages shall be payable in addition to any other rights, causes of action,

or damages to which the City may be entitled pursuant to the terms of this Agreement or common law.

1.10 Notices: Payment of Rent. Section 31.B. is amended to read as follows:

- B. Prior to December 31, 2016, payments by Hale of Base Rent, Variable Rent, and any Parking Rent pursuant to Section 7 of this Agreement shall be made by check or wire transfer to the trustee as follows:

Zions First National Bank  
Corporate Trust Department  
One South Main Street  
Salt Lake City, Utah 84101  
For Account of West Valley City Bond Fund

Subsequent to December 31, 2016, payments by Hale of Base Rent, Variable Rent, and any Parking Rent pursuant to Section 7 of this Agreement shall be made by check or wire transfer to West Valley City as follows:

West Valley City  
3600 South Constitution Boulevard  
West Valley City, UT 84119

1.11 Obligations under Indenture. Effective as of January 1, 2017, any and all references to the "Indenture" in the Agreement, and any obligations of Hale with respect to the Indenture, are deleted.

2. **General Provisions.** In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control. Except as set forth in this Amendment, the Agreement is ratified and affirmed in its entirety. This Amendment shall inure to the benefit of, and be binding on, the parties and their respective successors and assigns. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

*(Signature page follows)*

IN WITNESS WHEREOF, the City and Hale, intending to be legally bound, have executed this Amendment on the respective dates set forth below, to be effective as of the date first set forth above.

CITY:

WEST VALLEY CITY,  
a municipal corporation of the State of Utah

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:  
West Valley City Attorney's Office

By: \_\_\_\_\_  
Date: \_\_\_\_\_

HALE:

HALE CENTRE THEATRE,  
a Utah nonprofit corporation

By: 

Name: MARK A. DIETLEIN

Its: PRES / CEO

Date: 4/14/16

**General Contractor • Construction Management • Design Build**

April 26, 2016

EDA Architects Inc.  
The Boston Building  
9 Exchange Place, Suite 1100  
Salt Lake City, UT 84111

Attn. Joe Prudden

Re: Utah Cultural Celebration Center Bid

Dear Mr. Prudden

Thank you and your client for selecting Paulsen Construction as a short listed firm to bid on the above mentioned project. Unfortunately, it was brought to my attention by our estimator that we had some cells in our spread sheet that did not populate pricing to the bottom line and we ended up with a substantial shortfall in our bid. Therefore, Paulsen Construction would like to formally withdraw our bid of \$3,374,056.

Should yourself or your client need any further information on this please let me know.

Once again, thank you for the consideration and we look forward to working with you and EDA on upcoming projects.

Respectfully,



Harold Saunders  
Director of Business Development

Cc: John Paulsen

DOCUMENT 00 41 00

**BID FORM**

**PART 1 GENERAL**

**1.1 BIDDER**

- A. Name: Layton Construction Company, LLC
- B. Address: 9090 South Sandy Parkway
- C. City, State, Zip: Sandy, UT 84070
- D. Telephone: 801-568-9090
- E. E-mail: powens@laytonconstruction.com
- F. Facsimile: 801-568-1490
- G. Federal Tax Identification Number: 87-0660059
- H. Bidder holds License Number: 4616944-5501  
Issued on 12/7/2000 by the Utah State Department of Commerce,  
Division of Occupational and Professional Licensing. Bidder is licensed to practice as a  
Contractor. License renewal date is 11/30/2017.

**1.2 NOTICE**

- A. Pursuant to Section 58-55-6(2)(g), Utah Code Annotated (UCA), it is unlawful to submit a Bid for work for which a license is required under Chapter 55 of Title 58, UCA, by a person or other business entity not licensed or accepted from licensure as a contractor under Chapter 55 of Title 58, UCA. Pursuant to Section 58-556(3), UCA, contracts for the work may not be awarded to any person or other business entity that violates Section 58-556(2)(g), UCA, in submitting its bid.

**1.3 CONSTRUCTION PROJECT**

- A. Project Name: *Utah Cultural Celebration Center Basement Construction*
- B. Project No: *HA042016*

- C. OWNER: West Valley City, a municipal corporation of the State of Utah, 3600 South Constitution Blvd. West Valley City, Utah 84119.

#### 1.4 ADDENDA

- A. Bidder hereby acknowledges receipt of the following Addenda.

One, Two, Three

(list Addenda numbers here)

#### 1.5 SUBMITTALS

- A. To Bid for the Work, Bidder is required to submit the Bid Documents consisting of the following:

**Bid Form** (Document 00 41 00)

**Bid Schedule** (Document 00 43 00)

**Bidder Preference Form** (Document 00 43 01) Non-submittal of this document will assume that no bidder preference will be given.

**Bid Bond**

Any supplements or post-bid supplements as found in Modifications or Instructions to Bidders (Document 00 21 14).

- B. If Bidder receives notice after Bid Opening that OWNER is considering awarding the contract to the bidder, the Bidder is to submit the following documents:

1. ☒ Document 00 43 38 - Bidder Status Report
2. ☒ Document 00 43 36 - Subcontractor and Supplier Report
3. ☒ Document 00 52 00 - Agreement
4. ☒ Document 00 61 13 - Performance Bond
5. ☒ Document 00 61 14 - Payment Bond
6. ☒ Document 00 62 16 - Certificate of Insurance
7. ☐ Document 00 21 15 Community Development Block Grant (CDBG)
8. ☐ Document 00 43 40 Minority and Women Business Enterprises Reg. (CDBG)
9. ☐ Document 00 43 43 Wage Determination Schedule (CDBG)
10. ☐ Document 00 43 44 Waiver of Interest Affidavit (CDBG)

#### 1.6 DEFINITIONS

- A. Bid Documents: The Bid Documents consist of the Bid Form (Document 00 41 00), Bid Schedule (Document 00 43 00), bid Bond and any supplements or post-bid supplements as found in Modifications or Instructions to Bidders (Document 00 21 14).
- B. Bid Bond: AIA Document A310 as published by the American Institute of Architects, 1736 N.Y. Ave. N.W. Washington, D.C. 20006 or one substantially the same and acceptable to the OWNER.



## **PART 2 COVENANTS**

### **2.1 BIDDER TO ENTER INTO AN AGREEMENT**

- A. In General: Bidder agrees, if this Bid is accepted, to enter into a Construction Contract with the OWNER to perform and furnish all work specified or indicated in the Contract Documents at the Contract Time and Contract Price identified in the Agreement (Document 00 52 00).
- B. Agreement Supplement: If it becomes necessary to further define the Work, contract Price, Contract Time or some other portion of the Construction Contract prior to signing the Agreement (Document 00 52 00), ENGINEER shall prepare an Agreement Supplement (Document 00 54 00) describing, such change. The necessity for preparing such a contract modification is the OWNER'S sole option. If the Agreement Supplement is acceptable to the Bidder, the Bidder agrees to execute Agreement Supplement prior to or concurrent with the execution of the Agreement (Document 00 52 00).

### **2.2 BIDDER ACCEPTS TERMS AND CONDITIONS**

- A. Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those dealing with the disposition of Bid Security.
- B. Bidder will pick up, sign and submit the Agreement (Document 00 52 00) with the Bonds and other documents required in the Contract within ten (10) days after the date of OWNER'S Notice of Intent to Award the Construction Contract.

### **2.3 REPRESENTATION OF BIDDER**

- A. In submitting the Bid, Bidder represents, as more fully set forth in the Instructions to Bidders (Document 00 21 13), that:
  - 1. Nature of the Work: Bidder has become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
  - 2. Surface and Subsurface Conditions: Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions that are identified in the Geotechnical Data (Document 00 31 32), (if any).
  - 3. Underground Utilities: Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site.
  - 4. Bidder Investigation: Bidder has correlated the result of all observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5. Discrepancy Resolutions: Bidder has given ENGINEER written notice of all conflicts, errors or discrepancies that Bidder has discovered in the Contract Documents and acknowledges that all written resolutions thereof, issued by ENGINEER prior to Bid Opening are acceptable to Bidder.

## **2.4 OWNER'S RIGHTS AT BID AWARD**

- A. Bidder agrees OWNER has the right to reject this Bid, or to award the Work or any part thereof to the undersigned at the prices stipulated. Bidder agrees to make no claim for damages for such rejection or award.
- B. If the Bid is rejected, then the Bid Security shall be returned to the Bidder.
- C. If the Bid is accepted, the OWNER will notify Bidder of OWNER'S intent to award the Construction contract to the Bidder. The Bidder shall have ten (10) days to sign and return the Agreement (Document 00 52 00), Performance Bond (Document 00 61 13), Payment Bond (Document 00 61 14) and Certificate of Insurance to the ENGINEER. If Bidder fails to sign the Agreement, the Bid Security, at OWNER'S option, shall be claimed and cashed and the amount thereof, paid to OWNER as liquidated damages for failure of the Bidder to comply with the terms of the Bid.
- D. Bidder agrees the Bid may be rejected if the submittals listed in this Document or the Notice of Intent to Award is not submitted within the time listed in the Notice of Intent to Award.

## **2.5 NON-COLLUSION**

- A. Bidder agrees the Bid is genuine. The Bid is not made in the interest of or on behalf of any undisclosed person, firm or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any other advantage over any separate Bidder or over OWNER.

## **2.6 BID PRICING**

- A. Bidder will complete the Work for the prices listed in the Bid Schedule (Document 00 43 00). Bidder agrees that quantities for Unit Price Work are not guaranteed. (Refer to Article 11.7 of the General Conditions (Document 00 72 00).)



**2.7 SUBSTANTIAL COMPLETION, PROJECT COMPLETION AND LIQUIDATED DAMAGES**


- A. Bidder agrees that the Work will be substantially complete and ready for final inspection on or before the expiration of the Contract Time indicated in the Agreement (Document 00 52 00).
- B. Bidder agrees the Work will be complete and ready for final payment in accordance with Article 14.9 of the General Conditions (Document 00 72 00) on or before the expiration of the punch list time indicated in the Agreement (Document 00 52 00).
- C. Bidder accepts the provisions of the Agreement (Document 00 52 00) as to liquidated damages in the event of failure to complete the Work on time and in accordance with the Contract Documents.

**PART 3 EXECUTION**

**3.1 EFFECTIVE DATE**

- A. Bidder executes this Bid and declares it to be in effect as of 26th day of April, 20 16.

**3.2 BIDDER'S SUBSCRIPTION**

- A. Bidder's Signature: \_\_\_\_\_
- B. Please print Bidder's name here: Penn Owens
- C. Title: Executive Vice President

END OF DOCUMENT 00 41 00

## BID SCHEDULE

### PART 1 GENERAL

#### 1.1 DOCUMENT INCLUDES

- A. Schedules of prices
- B. Measurement and Payment provisions

#### 1.2 CONSTRUCTION PROJECT

- A. Project Name: *Utah Cultural Celebration Center Basement Construction*
- B. Project No: *HIA04261016*
- C. OWNER: West Valley City Corporation, a municipal corporation of the State of Utah, 3600 South Constitution Blvd, West Valley City, Utah 84119.

#### 1.3 SCHEDULE TO BE ADDED TO THE AGREEMENT

- A. This Bid Schedule will be incorporated into the Agreement (Document 00 52 00) by reference.
- B. When alternates are included in the Bid Schedule, Bidder shall provide Bids for each of the Alternates. Apparent low Bid will be the lowest Total Bid (Base Bids plus lowest Alternate Bid). Contract award will be based upon the lowest Total Bid.
- C. Bidder further proposes to accept as full payment for the Work proposed herein in the amounts computed under the provisions of the Contract Documents and based on the unit prices provided in the Bid Proposal, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder agrees that the unit prices represent the true measure of the labor, materials and services required to furnish and install the item, including all allowances for overhead and profit for each type of work called for in these Contract Documents.
- D. Refer to Measurement and Payment provisions for detailed descriptions of work to be included in each bid item.

#### 1.4 SCHEDULE OF PRICES

A. Base Bid Schedule is composed of:

1. Schedule No. 1

B. The Schedules are provided on the pages following this paragraph.

C. Cost of the Work is as follows:

1. Base Bid – Schedule No. 1 \$ 3,733,931.80

D. Payment Procedures: As per APWA Section 01 29 00.

**BID SCHEDULE****Base Bid – Schedule No. 1**

*Utah Cultural Celebration Center Basement  
Construction*

Item	Section	Description	Qty	Unit	Unit Price	Total Cost
1	01	General Conditions				\$141,002.00
2	01-1	Equipment & Temp Facilities				\$ 12,397.00
3	02	Demolition				\$ 80,659.00
4	03	Concrete				\$ 93,848.00
5	05	Metals				\$108,188.00
6	06	Woods				\$ 79,983.00
7	07	Thermal & Moisture				\$ 27,925.00
8	08	Doors & Windows				\$250,179.00
9	09	Finishes				\$ 433,188.00
10	10	Specialties				\$148,722.00
11	11	Kitchen Equipment				\$155,200.00
12	12	Blinds				\$ 11,100.00
13	14	Conveying Systems				\$ 81,000.00
14	15	Mechanical				\$604,432.00
15	16	Electrical				\$1,009,702.00
16	17	Insurance				\$ 28,972.00
17	18	Contingency				\$300,000.00
18	19	Fee				\$124,827.00
19	20	Bond/Safety				\$ 42,607.80
20						
21						
22						
23						
24						
24						
26						
27						
28						
29						
30						
31						
32						
33						
34						
TOTAL SCHEDULE NO. 1						\$3,733,931.80

## 1.5 UNIT PRICE – MEASUREMENT AND PAYMENT

- A. No separate payment will be made for completing items of work not specifically addressed in the Schedule of Pay Items below, and the cost of meeting these requirements shall be incidental to the other contract prices.
- B. Base Bid Items: Schedule No. 1.

**CUT AND PASTE M&P FROM M&P MASTER DOCUMENT AND PLACE BELOW.**

END OF DOCUMENT 00 43 00



## BIDDER PREFERENCE FORM

### 1.1 PREFERENCES

- A. The City grants preferences to certain types of bidders. After reviewing the requirements below, please indicate which preferences apply to this bid.
- B. City Provider Preference – the City provides a 1% preference to any bidder who is physically located within City limits.
1. ☐ Yes ☒ No - **City Provider preference**
- C. Other Preferences – the City provides a 1% preference to any bidder who can meet ALL of the following criteria:
1. **Program for veteran hiring and recruitment** - To meet this criterion, the bidder must maintain an active program to recruit and employ veterans  
☒ Yes ☐ No
  2. **Safety** – To meet this criterion, the bidder must maintain an active safety training program  
☒ Yes ☐ No
  3. **Drug testing** – To meet this criterion, the bidder must maintain a drug testing protocol in accordance with applicable law  
☒ Yes ☐ No
  4. **Job training** – To meet this criterion, the bidder must maintain an active job training program for employees  
☒ Yes ☐ No
  5. **Health insurance** – To meet this criterion, the bidder must offer health insurance to all full time employees  
☒ Yes ☐ No
  6. **Nondiscrimination** – To meet this criterion, the bidder must have and enforce a policy prohibiting discrimination in accordance with Title 26 of the West Valley City Municipal Code  
☒ Yes ☐ No

### 1.2 OTHER PROVISIONS

- A. City reserves the right, in its sole discretion, to verify that a bidder qualifies for any preferences which may be claimed above. If a bid claims a preference but does not qualify for that preference, the City reserves the right to refuse to consider that bid.

END OF DOCUMENT 00 43 01

**UTAH CULTURAL CELEBRATION CENTER**  
**CLARIFICATIONS, UNIT RATES, EXCLUSIONS, ALLOWANCES & TERMS**

**PROJECT CLARIFICATIONS:**

- We feel we can complete this work in 33 weeks
- Since Layton Construction built the UCCC, we have a working knowledge of the site and understand the complexity of the project
- Bid includes base bid number, acknowledgment of all three (3) addendums, bid bond (attached), and bid schedule, filled out with costs associated with each of our divisions.
- In regards to Section 1.5 of Document 00 43 00 (Bid Schedule), we are not submitting an "M&P" due to uncertainty on what we are to provide here. Any "measurement and payment" items are assumed as part of lump sum bid and documented in "Bid Schedule"
  - The items listed in the "Bid Schedule" shall be considered as sufficient to complete the work in accordance with the plans and specifications
  - Where work is to be performed at a lump sum price, the lump sum shall include all operations and elements necessary to complete the work.
- SFC2 – Clear epoxy sealer - we are proposing using a non-specified (substitute) sealant after discussions with different coatings subcontractor
- Elevators:
  - Specified speed is not possible due to rise of the elevator, base bid includes a speed of 100 fpm.
  - Specified feature (142123.2.3.b.4.f) is not available , and is not included
  - Car corridor fixtures include a tempered glass faceplate, not stainless steel
  - The sills (car and corridor) will be extruded aluminum , not nickel silver
  - Cab handrails are to be brushed aluminum, not stainless steel
  - The drive is to be non -regulative (Section 142123.2.4.a)
  - Temp use of elevator not included
- Includes waterproofing at foundation
- Have included pricing for kitchen zone acoustical tile
- We have included a full-time, dedicated job superintendent
- Final cleaning included in base price
- \$300,000 project contingency included as per request
- Bid assumes that permanent power will be available by building
- Estimate is based on standard hours of operation
- We reserve the right to negotiate the contract
- Security is not included (future)
- New cable trays not included (electrical)

**ALTERNATES:**

- Add Alternate: Add \$45,028.17 for sales tax (we are assuming this is a tax exempt project)
- Add alternate: Add \$19,900 to bring lower level substrate (under concrete) to desired finish floor level

**EXCLUSIONS:**

- Builders Risk insurance
- Certificate of Insurance (will be provided at a later date if we are selected as GC)
- Payment or performance bonds – will be supplied later if selected as GC
- All special inspections and 3<sup>rd</sup> party testing (by Owner)
- Hazardous material abatement (by Owner)
- Expedition or quick-ship of any long lead items/equipment
- Utilities & generator power, if needed (by Owner)
- Weather conditions (Assumes work area will be contained/secured and dry)
- Televisions, Apple TV, Google player, Cisco Network switches, iPods and accessories, visual technology (by Owner)
- Sitework outside of temp road (by Owner)

- FF&E including residential appliances (by Owner)
- Dimensional letter Signage (by Owner)
- Marketing and Public Relations resources (by Owner)
- Water/vapor barrier (could not find on plans)
- Smoke doors on elevators
- Watt meters on mechanical system
- Permit fees (by owner)
- Fire sprinkler system to be demolishes and removed – we are not carrying temporary fire suppression for time period between demo of current system and install/activation of new system (no spec found)
- Data (by owner)

#### UNIT RATES:

- Project manager's hourly rate is \$82.50
- Superintendent's hourly rate is \$75.50
- Carpenter's hourly rate is \$45.00
- Single management vehicle including fuel and insurance for one week is \$275.00
- General Liability insurance rate is 1.05% of the cost of work

These Standard Terms and Conditions shall take precedence over and shall supersede any conflicting language in the Contract Documents, including the plans and specifications.

1. Layton's Assumptions, Clarifications, and Exclusions are the basis of Layton's price and therefor shall govern over other contract documents.
2. Layton shall not be responsible for any errors, conflicts, inconsistencies, or omissions in the contract documents or between the contract documents and existing conditions, building codes, or design requirements of the end user. Layton shall be entitled to rely on the accuracy of the documents provided to it.
3. Layton shall have no obligation to perform work if the Owner cannot show evidence of their ability to pay or if the Owner does not make payment.
4. The Owner shall provide the building permit and all connection fees, usage fees, and impact fees and be responsible for all pre-existing hazardous materials.
5. Layton shall have sole control over the Construction Schedule, sequences, and means and methods and no 3<sup>rd</sup> party beneficiary rights are granted to any party.
6. Layton shall only be required to indemnify indemnitees to the extent that Layton caused damages and the Owner shall indemnify and defend Layton against all claims associated with hazardous materials existing at the site.
7. Layton shall not be required to contract with any person or entity with whom Layton has reasonable objection.
8. Layton's labor, supervision, insurance, Subcontractor Default Insurance, and Bond costs shall be at billable rates.
9. All undisputed portions of Payments shall be due within 30 days of the Owner receiving Layton's payment application. All late payments shall accrue interest at a rate of 1 ½% per month.
10. Layton shall have no obligations to provide lien waivers or protect the project against lien for amount that Layton has not been paid.
11. Disputes shall be governed by the law local to the location of the project and decided in courts where the project is located.
12. Layton accepts no consequential, special, actual, or punitive damages. This shall not preclude the recovery of direct costs or liquidated damages.
13. A termination for cause shall not be converted to a termination for convenience and a termination for convenience shall not be converted to a termination for cause.
14. Neither party shall assign the agreement without the written consent of the other party.



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Layton Construction Company, LLC

9090 South Sandy Parkway, Sandy, UT 84070

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company

1340 Treat Blvd., Walnut Creek, CA 94597

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto West Valley City

1355 West 3100 South, West Valley City, UT 84119

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5 %) of the total amount bid

Dollars (\$ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Utah Cultural Celebration Center Basement Renovation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of April, 2016

Layton Construction Company, LLC

(Principal)

(Seal)

(Witness)

By:

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)

(Witness)

By:

Attorney-in-Fact Janet C. Rojo

(Title)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of San Francisco )On April 22, 2016 before me, M. Moody, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Janet C. Rojo

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7206605

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino; Brian F. Cooper; Janet C. Rojo; K. Zerounian; Kevin Re; M. Moody; Maureen O'Connell; R.A Bass; Robert Wrixon; Susan Hecker; Virginia L. Black

all of the city of San Francisco, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of December, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 14th day of December, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**Item:** \_\_\_\_\_  
**Fiscal Impact:** \$3,733,931.80  
**Funding Source:** SLCO Grant / General Funds  
**Account #:** 45-9610-40750-37171-0000  
**Budget Opening Required:** ☐

**ISSUE:**

UCCC Basement Construction

**SYNOPSIS:**

Completing the basement construction of the Utah Cultural Celebration Center for the purpose of expanding the operational capacity of the center.

**BACKGROUND:**

When the Utah Cultural Celebration Center was originally built, the basement was not completely developed and constructed. This project will complete the basement and provide the additional conference rooms, multipurpose use rooms, gallery storage rooms, class rooms and many amenities that are needed to expand the UCCC operations to the basement. The existing gallery storage space did not provide adequate archiving space or a self-contained environmental vault for traveling exhibits. This project will allow adequate space for archiving and the special vault. The basement completion will provide additional space and opportunities to further the art and culture needs of our City and the entire Wasatch Front. Salt Lake County has pledged to support this expansion and completion of the UCCC Basement in the amount of \$2,500,000.00 matching funds.

This project was advertised for General Contractor's pre-qualification. Five (5) general contractors were pre-qualified to bid the project. Four (4) responded with a bid, Cameron Construction, Layton Construction, R&O Construction and Paulsen Construction. Paulsen Construction's bid was withdrawn.

The following is the result of the sealed bids.

<b>Company</b>	<b>Bid Amount</b>
Layton Construction	\$3,733,931.80
R&O Construction	\$4,162,900.00
Cameron Construction	\$4,680,982.00

**RECOMMENDATION:**

Approve the construction proposal of the Utah Cultural Celebration Center from Layton Construction as the lowest responsible bid.

**SUBMITTED BY:**

Hagop Arslanian Sr., Director of Facilities and Construction Management

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDING A CONTRACT TO  
LAYTON CONSTRUCTION TO COMPLETE THE  
BASEMENT OF THE UTAH CULTURAL  
CELEBRATION CENTER.**

**WHEREAS**, proposals were solicited from qualified contractors for the completion of the basement of the Utah Cultural Celebration Center (the “Work”); and

**WHEREAS**, Layton Construction Company, LLC (herein “Layton”) submitted the lowest responsible bid for said Work; and

**WHEREAS**, Layton meets all other requirements of the proposal specifications; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to award the contract for said Work to Layton;

**NOW, THEREFORE, BE IT RESOLVED** by the West Valley City Council as follows:

1. Layton is hereby awarded the contract to perform the Work, contingent upon execution of a contract agreeable to the City.
2. Said contract shall be in an amount not to exceed \$3,733,931.80, with authorization to spend an amount not to exceed \$3,920,700.00 through change orders.
3. The Mayor is hereby authorized to execute a contract with Layton to perform the Work, subject to the final approval of the contract by the City Manager and the City Attorney’s Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

## CITY RECORDER

Item #:	
Fiscal Impact:	n/a
Funding Source:	UTA for possible Betterment
Account #:	45-9610-40750-75202-0000
Budget Opening Required:	No

**ISSUE:**

Agreement between West Valley City and the Utah Transit Authority for Bus Rapid Transit Changes and Betterments

**SYNOPSIS:**

An agreement to facilitate a change in 3500 South BRT lanes and routes to facilitate the construction of a new road and traffic signal at 3030 West.

**BACKGROUND:**

The next phase of the Fairbourne Station roadways will necessitate the construction of a new road at 3030 West between Lehman Avenue and 3500 South. 3030 West will be signalized at 3500 South, with left turn lanes from westbound 3500 South to southbound 3030 West. Currently the lanes needed for the turn lanes are occupied by UTA's Bus Rapid Transit (BRT) lines. UTA agrees to give up the use of the BRT lanes between 3030 West and Market Street, in exchange for the construction of two new BRT stations on 3030 West and the relocation of an existing station from Lehman Avenue to Market Street.

UTA also desires to increase the length of the canopy on the two new BRT stations on 3030 West, and agrees to pay the city the additional cost for the increased length in canopy. The cost of the betterment will be known after the city bids the Fairbourne Station Phase II Roadway Project this spring.

A permit for the work on 3500 South has been received from UDOT.

**RECOMMENDATION:**

Approval and Execution of the Agreement

**SUBMITTED BY:**

Daniel Johnson, P.E., City Engineer

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN  
WEST VALLEY CITY AND THE UTAH TRANSIT  
AUTHORITY FOR THE REROUTING OF BUS RAPID  
TRANSIT SERVICE IN FAIRBOURNE STATION.**

**WHEREAS**, West Valley City (the “City”) desires to enter into an agreement with the Utah Transit Authority (“UTA”) to reroute bus rapid transit service to better serve the needs of residents, visitors, and patrons within the Fairbourne Station area; and

**WHEREAS**, UTA is willing and able, with the City’s assistance, to reroute said bus rapid transit service; and

**WHEREAS**, an agreement has been prepared for execution by and between the City and UTA, a copy of which is attached hereto and entitled “Agreement Between West Valley City and the Utah Transit Authority for Bus Rapid Transit Changes and Betterments” (hereinafter the “Agreement”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement with the Utah Transit Authority;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**



**AGREEMENT**  
**BETWEEN WEST VALLEY CITY**  
**AND THE UTAH TRANSIT AUTHORITY**  
**FOR BUS RAPID TRANSIT CHANGES AND BETTERMENTS**

THIS AGREEMENT (the “Agreement”) is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between West Valley City, (the “City”) and the Utah Transit Authority (the “UTA”). UTA and the City are collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, UTA operates a Bus Rapid Transit corridor on 3500 South (“BRT”) as part of its public transit system; and

**WHEREAS**, new development in the City’s area known as Fairbourne Station requires new streets and an alternative traffic configuration; and

**WHEREAS**, the City desires that a portion of the BRT lanes on 3500 South be removed to allow for the construction of a new traffic signal at 3030 West and 3500 South; and

**WHEREAS**, the City and UTA desire to cooperate in the development of improvements to allow for the construction of a new road, the rerouting of BRT service, and the construction and relocation of appropriate BRT stations; and

**WHEREAS**, the City and UTA desire to coordinate efforts and commit to certain obligations as set forth herein for the foregoing changes in order to facilitate reliable transit service in West Valley City; and

**WHEREAS**, UTA desires to participate in betterments in the construction of the proposed BRT Stations; and

**WHEREAS**, this Agreement is entered into pursuant to the authority of applicable Utah law;

**NOW, THEREFORE**, in consideration of the premises and for and in consideration of the valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. City Obligations. The City shall perform the following:
  - A. Installation of New Road and Traffic Signal at 3030 West 3500 South. The City has contracted for design of, and shall install, (1) a new road at 3030 West from 3500 South to Lehman Avenue and (2) a new traffic signal at 3030 West 3500 South. The new 3030 West shall be constructed pursuant to and in accordance with the design drawings dated April 14, 2016, as reviewed and approved by

UTA. In the event the design drawings are modified, City shall provide the revised drawings to UTA for review and approval. City acknowledges that all design must meet UTA's BRT Design Criteria, and that City has been provided with a copy of the same. The traffic signal will be constructed to UDOT specifications and the signal will be operated and maintained by UDOT. The traffic signal shall include a left-turn lane turn-signal from west-bound 3500 South onto the new 3030 West. The new 3030 West shall be a dedicated City-owned road.

- B. Two (2) New BRT Stations and a Relocation of One (1) BRT Station. The City shall install two (2) new BRT Stations on 3030 West, and shall relocate an existing BRT Station from Lehman Avenue to Market Street in Fairbourne Station. The locations of the BRT Stations are identified on the map attached hereto as Exhibit "A" and incorporated herein. The BRT Stations shall be built substantially like the design attached hereto as Exhibit "B", which is hereby incorporated herein. City represents and warrants that the BRT Stations shall be constructed in accordance with ADA requirements.
  - C. Power Connections. The City shall install conduit and facilities sufficient to allow UTA to power ticket vending machines at each BRT station described in Subsection 1(B) above.
  - D. Coordination. The City agrees to coordinate construction and installation activities with UTA to facilitate continued and uninterrupted service for UTA patrons, including providing a written plan for access and circulation during construction and for transition to the station locations. City shall provide signage and information to the public sufficiently in advance of construction commencement and changes to BRT service.
  - E. The City shall bid the construction of the station canopies and the extensions (as further described below) and shall submit the complete bids showing the price difference obtained in the bidding process to UTA for approval. The City shall not accept a bid for the canopy extension prior to obtaining UTA approval for the cost. The City represents and warrants that the City has complied with all applicable City, State and Federal procurement requirements in connection with procuring contractors for the design and construction described herein.
  - F. City shall designate a Project Manager for the work described herein. The City's initial Project Manager shall be Dan Johnson (801-963-3228, Daniel.Johnson@wvc-ut.gov). City may change the Project Manager by giving written notice to UTA's Project Manager.
2. UTA's Obligations. UTA shall perform the following:
- A. BRT Lanes on 3500 South. UTA shall permit the Utah Department of Transportation ("UDOT") to convert the BRT lanes depicted in Exhibit A into

dedicated southbound turn lanes with a separate left-turn signaled lane onto the new 3030 West Street.

- B. Reroute BRT. UTA shall reroute the BRT line such that the new street and new BRT Stations are utilized. The reroute shall follow the traffic pattern as set forth on the maps attached hereto as Exhibit “C and D” and incorporated herein.
- C. Station Canopies. UTA standard canopy length is 22’-2”. UTA desires to increase the length of the canopy, contingent upon UTA’s final approval of the price of the extension in the bids obtained by the City . If UTA agrees to the canopy extension, UTA agrees to pay the cost of the extension to the City upon completion of installation of the canopies.
- D. UTA shall provide ticket vending machines for each BRT station.
- E. UTA shall designate a Project Manager for the work described herein. UTA’s initial Project Manager shall be \_\_\_\_\_, \_\_\_\_\_@rideuta.com, 801-\_\_\_\_-\_\_\_\_\_. UTA may change the Project Manager by giving written notice to the City’s Project Manager.

3. Conditions Precedent.

- A. The following are conditions precedent to the City’s obligations pursuant to Section 1 of this Agreement and to UTA’s obligations pursuant to Section 2 of this Agreement:
  - i. Full UDOT approval for the conversion of the 3500 South BRT lanes between Market Street and 3030 West into southbound turn lanes, including approval of signalized separate left-turn lane as a part of the traffic signal.
  - ii. Full UDOT approval for the intersection at 3030 West 3500 South, including a traffic signal with separate left-turn signals.
  - iii. Full UDOT approval for the BRT reroute, as necessary.
  - iv. Any other required approvals, including but not limited to any UTA, UDOT, FHWA, City building permits, or other governmental approvals, necessary to permit the changes to the BRT lanes and the reroute of BRT service.
- B. If any of the conditions precedent in this Section 3 are not satisfied by December 31, 2018, the Parties shall have no further obligations and this Agreement shall terminate.

4. Schedule for Obligations. Once the new 3030 West street is complete and the new signal pursuant to Section 1.A. is powered and functional, the BRT lanes identified in Exhibit “A” shall be dedicated turn lanes. The new 3030 West street and signal shall be complete on or before December 31, 2018. In the event City has not commenced

construction work on or before July 1, 2018, UTA shall have the right but not the obligation, to terminate this Agreement.

5. Approvals Required. The City shall be responsible for all permits and other legal requirements related to the new 3030 West street and BRT Stations. UTA shall assist the City, as requested by the City's Project Manager, in obtaining all UDOT approvals. The City shall submit to UTA's Project Manager for review and comment, the design plans for the BRT Stations and any modifications or requested changes thereto. Neither the City nor UTA shall be liable for any failure to obtain UDOT or other governmental approvals.
6. General Provisions. The following provisions are also integral parts of this Agreement:
  - A. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
  - B. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
  - C. Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
  - D. Waiver of Breach. Any waiver by a party of any breach of any kind or character whatsoever by another, whether direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
  - E. Cumulative Remedies. The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.
  - F. Entire Agreement. The Parties expressly agree that this Agreement and the Exhibits attached hereto constitute the full and complete understanding and agreement of the Parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
  - G. Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

- H. Assignability. This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors in interest of the Parties. The Parties shall not assign any rights or delegate any obligations hereunder without the prior written consent of the other Parties.
- I. Time of Essence. Time is of the essence in this Agreement.
- J. Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.
- K. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses, addressed to the Project Manager for each party. All approvals of any Party hereto shall be effective only if given in writing or via e-mail.
- L. Governmental Immunity. All parties are governmental entities under the Governmental Immunity Act, therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

**IN WITNESS WHEREOF**, the Parties to this Agreement have executed this Agreement as of the day and year first above written.

*(signatures follow)*

**WEST VALLEY CITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor

**ATTEST:**

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
City Legal Counsel

**UTAH TRANSIT AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

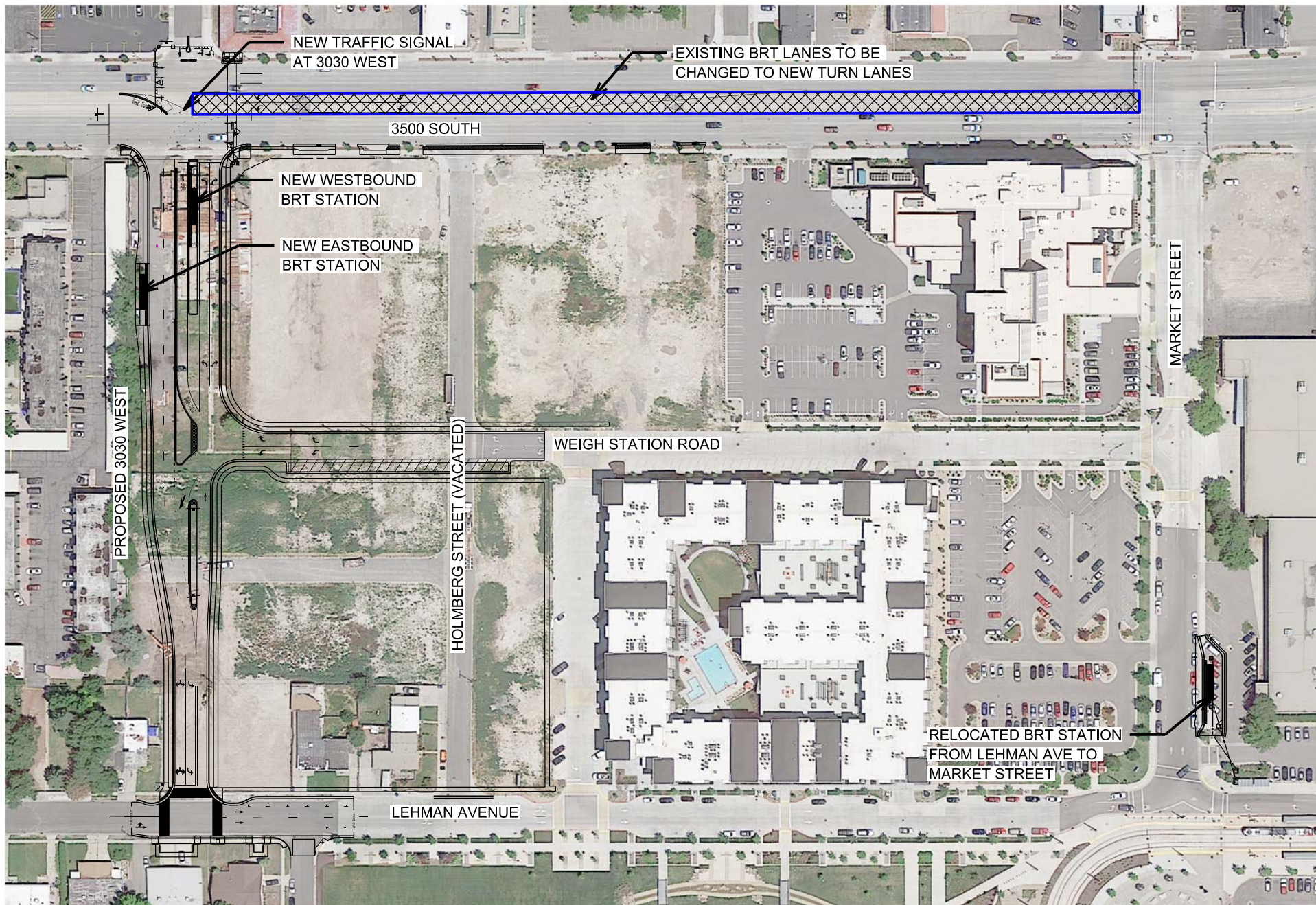
Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
UTA Legal Counsel

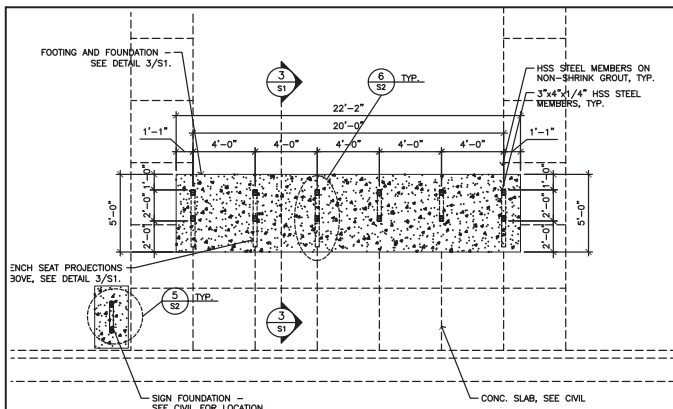




'EXHIBIT A'  
PROPOSED ROADWAY & TRANSIT IMPROVEMENTS  
AT FAIRBOURNE STATION

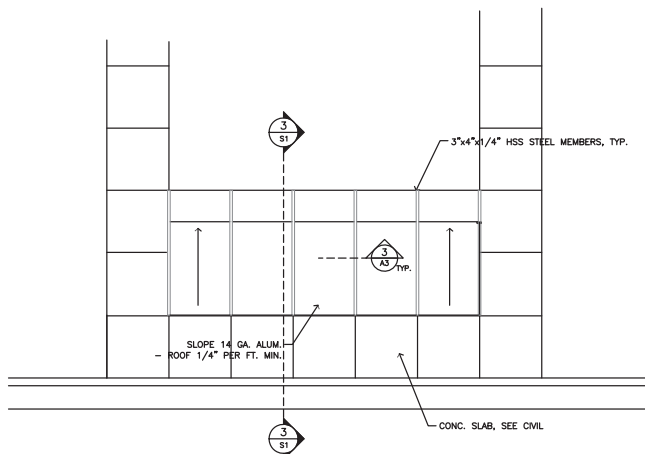






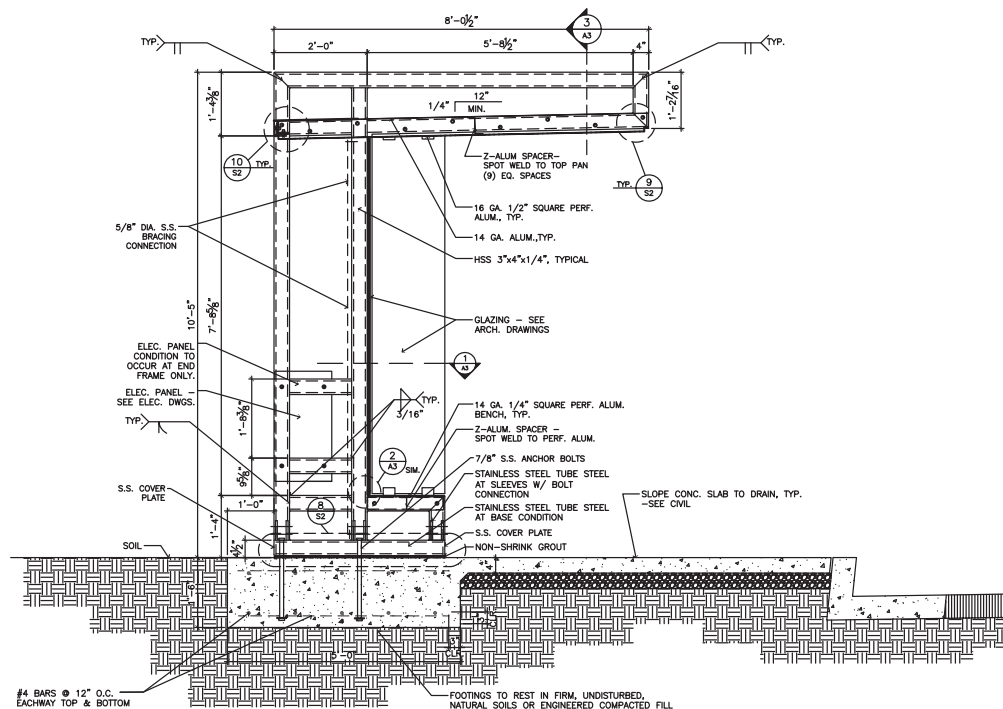
- NOTES:
1. ALL WORK SHALL CONFORM W/ THE REQUIREMENTS OF THE 2003 IBC AS ACCEPTED BY S.L. CITY/COUNTY.
  2. FOOTINGS TO REST IN FIRM, UNDISTURBED, NATURAL SOILS OR ENGINEERED COMPACTED FILL.

**1 FOUNDATION PLAN**  
SCALE: 1/4" = 1'-0"



- NOTES:
1. ROOF DESIGN LOAD: SNOW LOAD = 30 P.S.F.

**2 ROOF PLAN**  
SCALE: 1/4" = 1'-0"



**3 TYPICAL FRAME ELEVATION**  
SCALE: 3/4" = 1'-0"

#### GENERAL NOTES

- PROVIDE TAMPER PROOF HARDWARE WHERE EXPOSED, TYP.
- ALL ALUMINUM (PANS, SEAT, & GLASS HOLD DOWNS) SHALL BE OF "AASM".
- ALL STEEL SHALL BE OF "AESS".
- PLUG AND PAINT HOLES THAT ARE DRILLED FOR ACCESS OF BOLT TIGHTENING.

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△	APR. 2007	ISSUED FOR BID
△	3/19/07	SUBMITTED FOR FINAL REVIEW
REV	DATE	Description



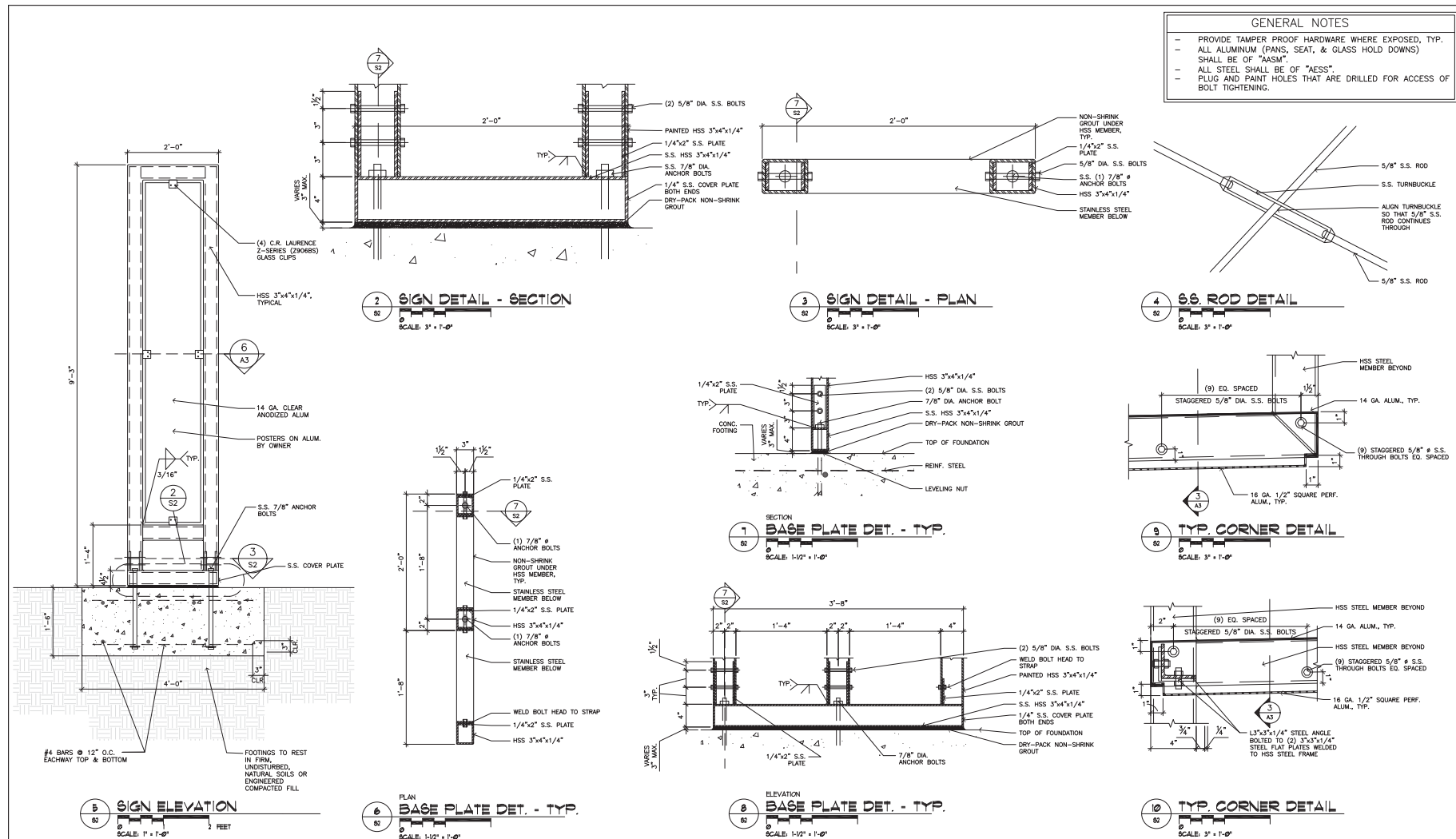
Approved By: \_\_\_\_\_

Designed By: BHW  
Drawn By: ACJ  
Checked By: RES  
Approved By: HJ

#### 3500 SOUTH BRT PROJECT

FOOTING & FOUNDATION PLAN - DETAILS

Scale: \_\_\_\_\_  
CADD Filename: \_\_\_\_\_  
Submitted Date: APRIL 2007  
UTA Contract No.: UT-07-010VT  
Drawing No.: S1  
Sheet No.: \_\_\_\_\_



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△	04.25.07	ISSUED FOR BID
REV	DATE	DESCRIPTION

**RES Consulting, LLC**  
**BHW Engineers, LLC**

Submitted By

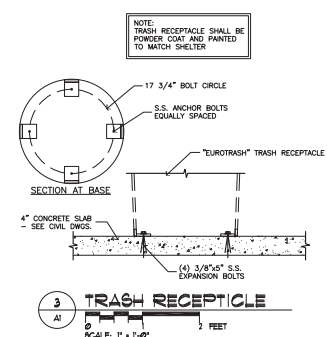
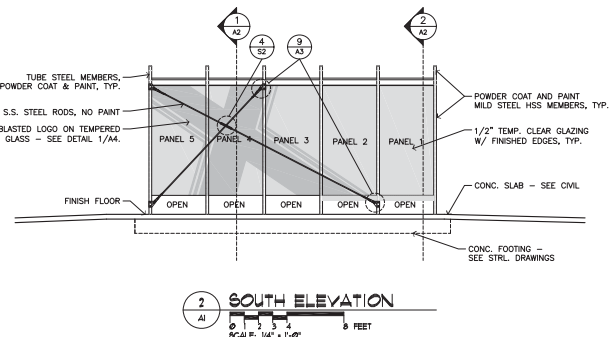
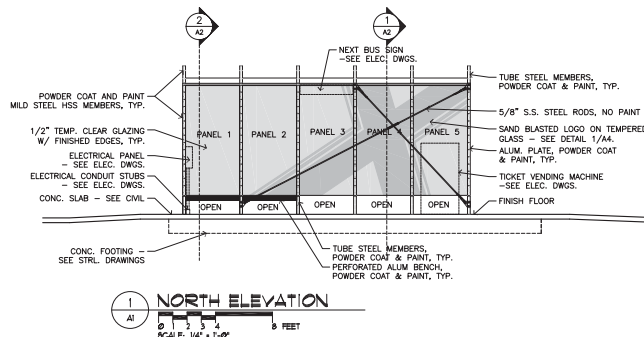


Approved By

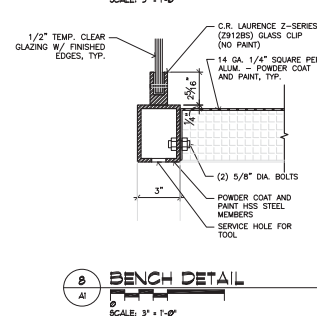
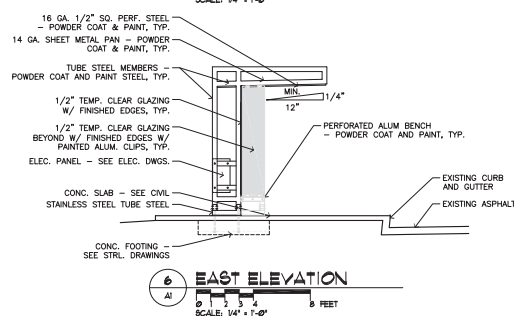
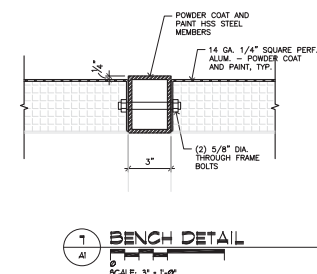
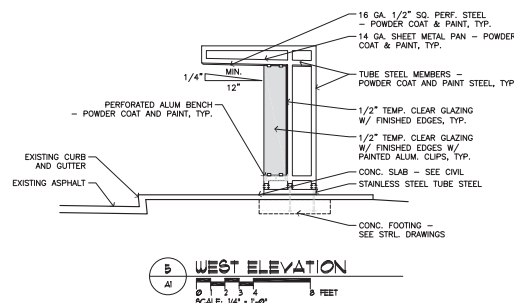
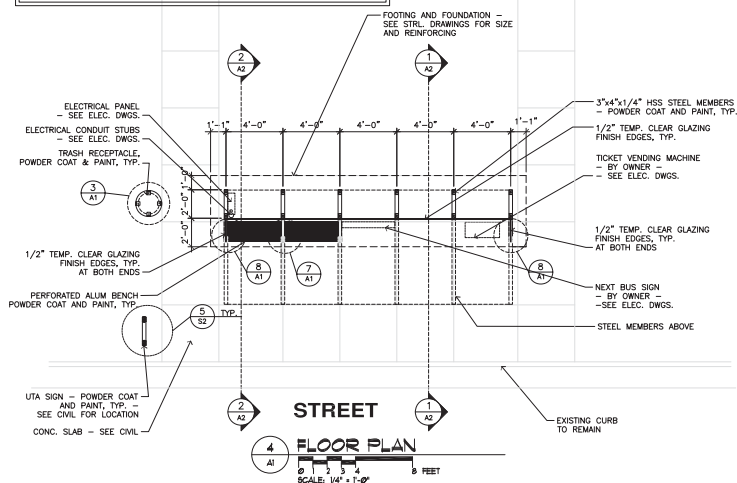
Designed By	BHW
Drawn By	ACJ
Checked By	RES
Approved By	HJ

**3500 SOUTH BRT PROJECT**  
STRUCTURAL DETAILS

Scale:	
CADD Filename:	
Submital Date:	
UTA Contract No.:	UT-07-010VT
Drawing No.:	S2
Sheet No.:	



- GENERAL NOTES**
- PROVIDE TAMPER PROOF HARDWARE WHERE EXPOSED, TYP.
  - ALL ALUMINUM (PANS, SEAT, & GLASS HOLD DOWNS) SHALL BE OF "AASM".
  - ALL STEEL SHALL BE OF "AESS".
  - ALL ALUM., STEEL, AND S.S. SHALL BE POWDER COATED AND PAINTED, U.N.O.
  - ALL GLAZING SHALL BE TEMPERED.
  - COORDINATE ALL DRILLED HOLES FOR ELEC. CONDUIT W/ ELEC. DRAWINGS
  - PLUG AND PAINT HOLES THAT ARE DRILLED FOR ACCESS OF BOLT TIGHTENING.



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△	04.25.07	ISSUED FOR BID
REV	DATE	Description

**RES Consulting, LLC**  
**BHW Engineers, LLC**

Submitted By



Approved By

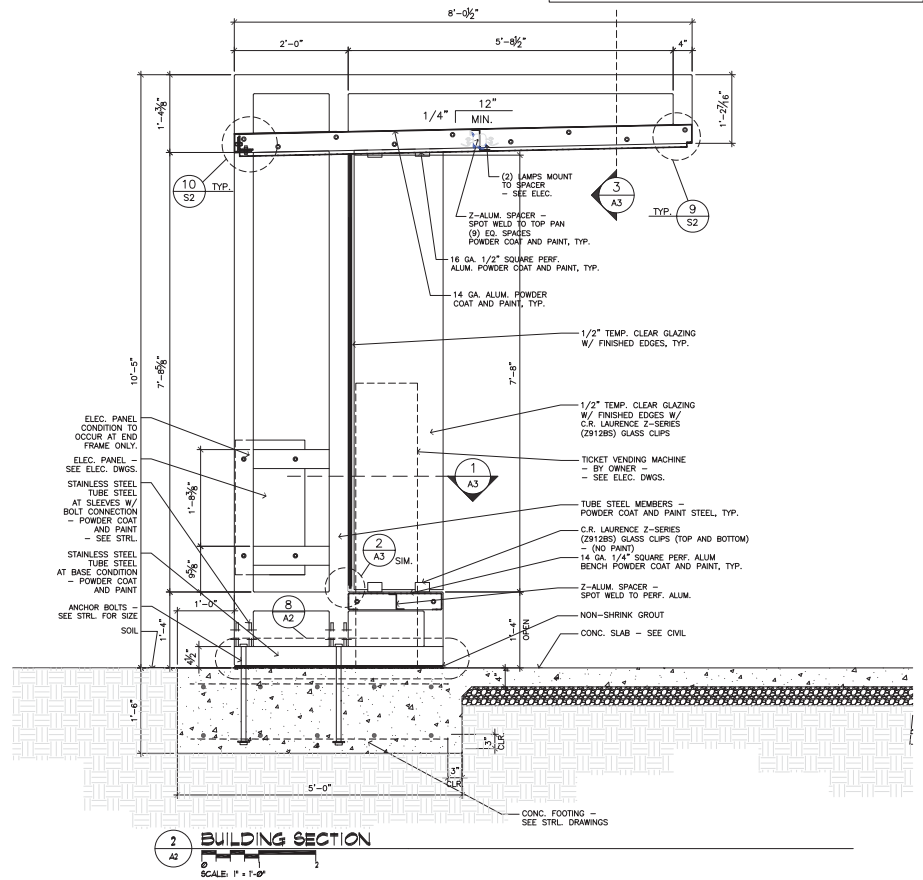
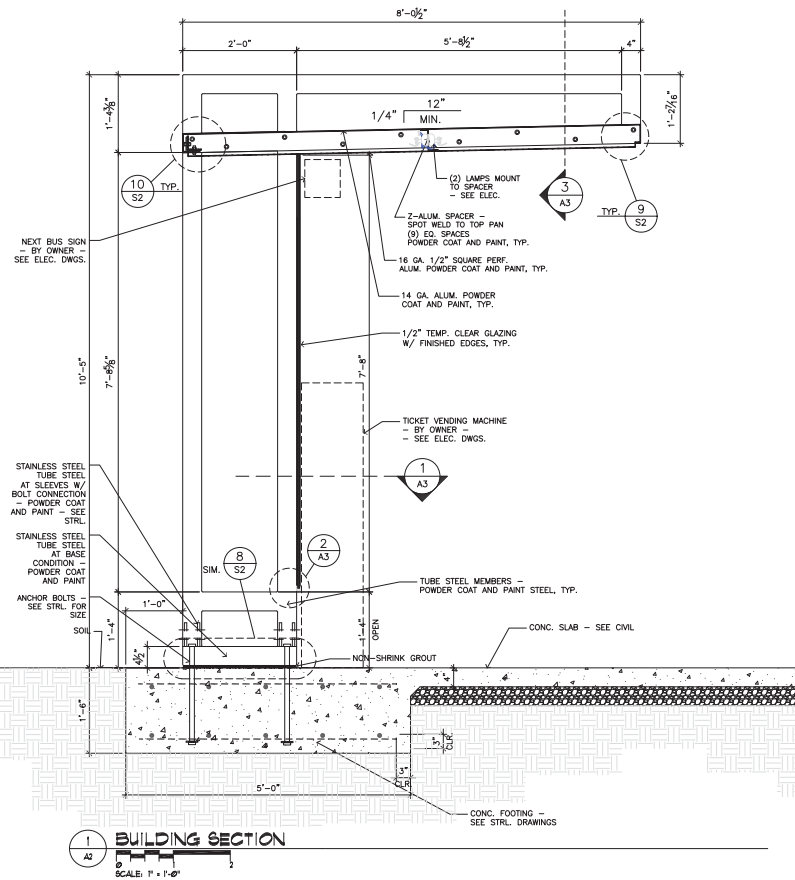
Designed By  
RES/ACJ  
Drawn By  
ACJ  
Checked By  
RES  
Approved By  
HJ

**3500 SOUTH BRT PROJECT**  
FLOOR PLAN - EXTERIOR ELEVATIONS

Scale:  
CADD Filename:  
Submital Date:  
UTA Contract No.:  
UT-07-010VT  
Drawing No.:  
A1  
Sheet No.:

# GENERAL NOTES

- PROVIDE TAMPER PROOF HARDWARE WHERE EXPOSED, TYP.
- ALL ALUMINUM (PANS, SEAT, & GLASS HOLD DOWNS) SHALL BE OF "AAS".
- ALL STEEL SHALL BE OF "AESS".
- ALL ALUM., STEEL, AND S.S. SHALL BE POWDER COATED AND PAINTED, U.N.O.
- ALL GLAZING SHALL BE TEMPERED.
- COORDINATE ALL DRILLED HOLES FOR ELEC. CONDUIT W/ ELEC. DRAWINGS
- PLUG AND PAINT HOLES THAT ARE DRILLED FOR ACCESS OF BOLT TIGHTENING.



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△	04.25.07	ISSUED FOR BID
REV	DATE	Description

RES Consulting, LLC  
BHW Engineers, LLC

Submitted By



Approved By

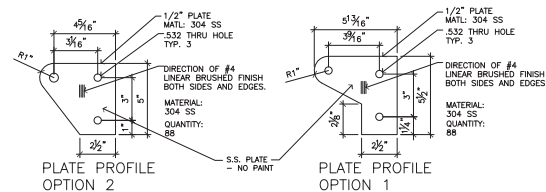
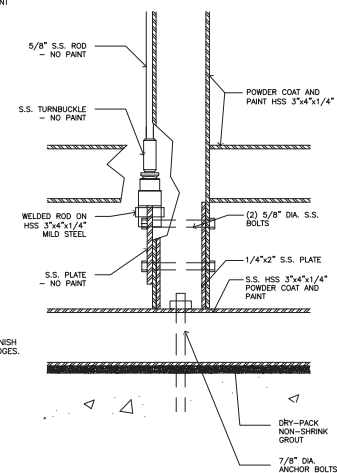
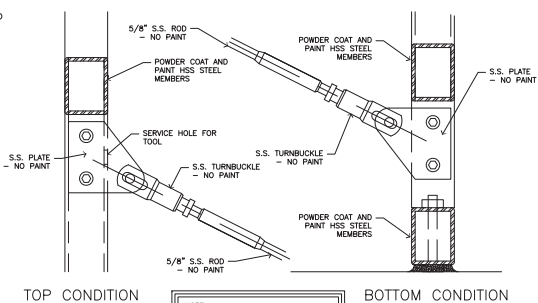
Designed By	RES/ACJ
Drawn By	ACJ
Checked By	RES
Approved By	HJ







3500 SOUTH BRT PROJECT  
BUILDING SECTIONS

Scale:	
CADD Filename:	
Submital Date:	
UTA Contract No.:	UT-07-010VT
Drawing No.:	A2
Sheet No.:	



- 
- 2'-0"
- 1/4 GA. CLEAR ANODIZED ALUM.
- HSS 3"x4"x1/4"
- (4) C.R. LAURENCE 2-SERIES CLIPS - NO PAINT
- 3/8"
- 3/8"
- 6  
A3
- SIGN DETAIL - PLAN**



		
		
		
		
		
	04.25.07	ISSUED FOR BID
REV	DATE	Description

RES Consulting, LLC

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BHW Engineers, LLC

Submitted By:



Approved By:

Designed By:	RES/ACJ
Drawn By:	ACJ
Checked By:	RES
Approved By:	HJ

3500 SOUTH BRT PROJECT  
DETAILS

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CADD Filename:	
Submittal Date:	
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UT# Contract No.:	
UT-07-010VT	
Drawing No.:	Sheet No.:
A3	



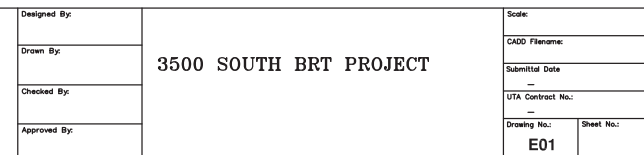


## FIXTURE SCHEDULE

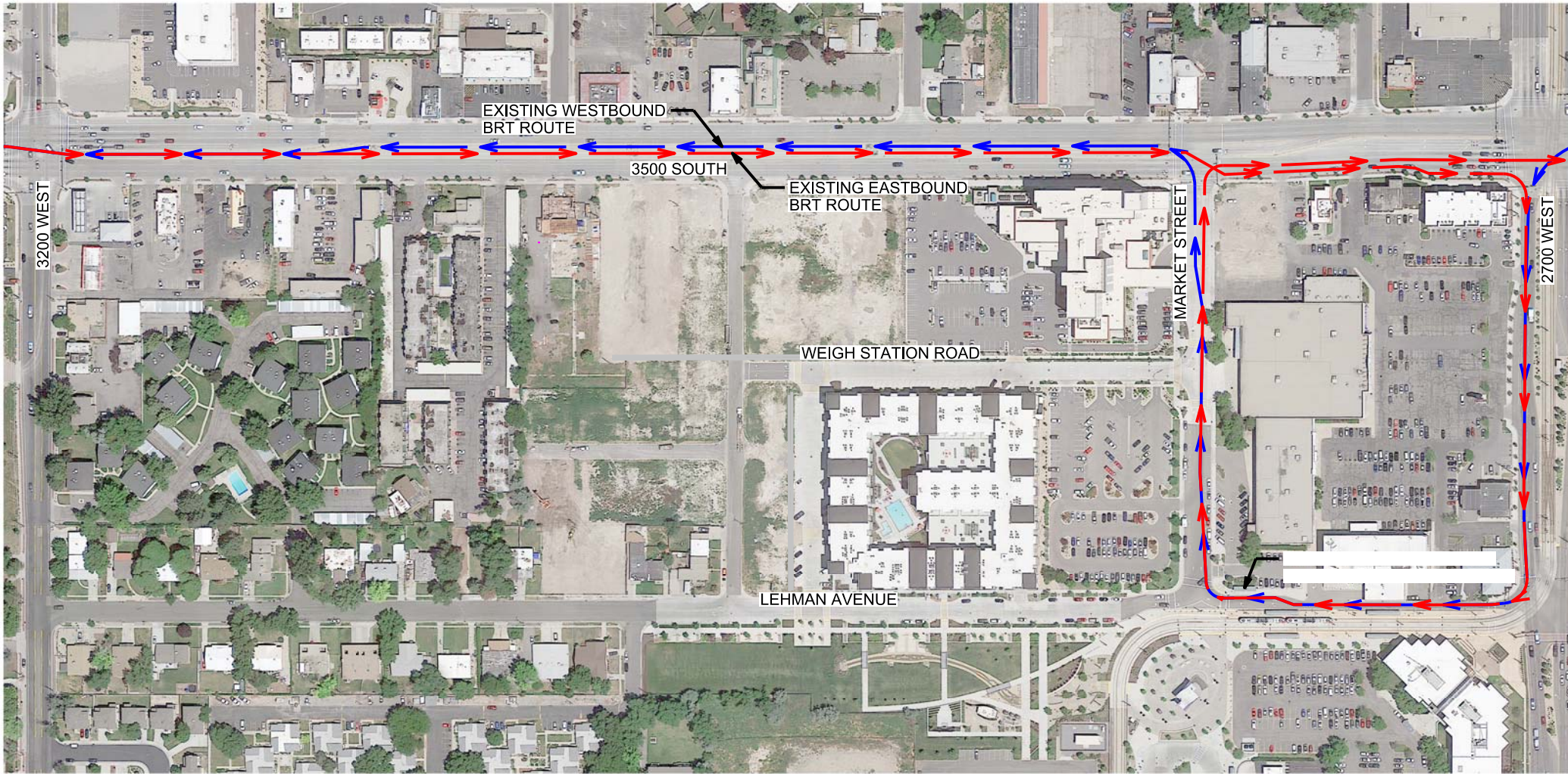
## PANELBOARD SCHEDULE



<p><b>BNA</b> CONSULTING</p> <p>635 South State Street Salt Lake City, Utah 84111</p> <p>P: 801.532.2196 F: 801.532.2305</p> <p><a href="http://www.bnaconsulting.com">www.bnaconsulting.com</a></p> <p>2007 BNA CONSULTING</p>	<p>RES Consulting, LLC</p> <hr/> <p>BHW Engineers, LLC</p>
	<p>Submitted By:</p>

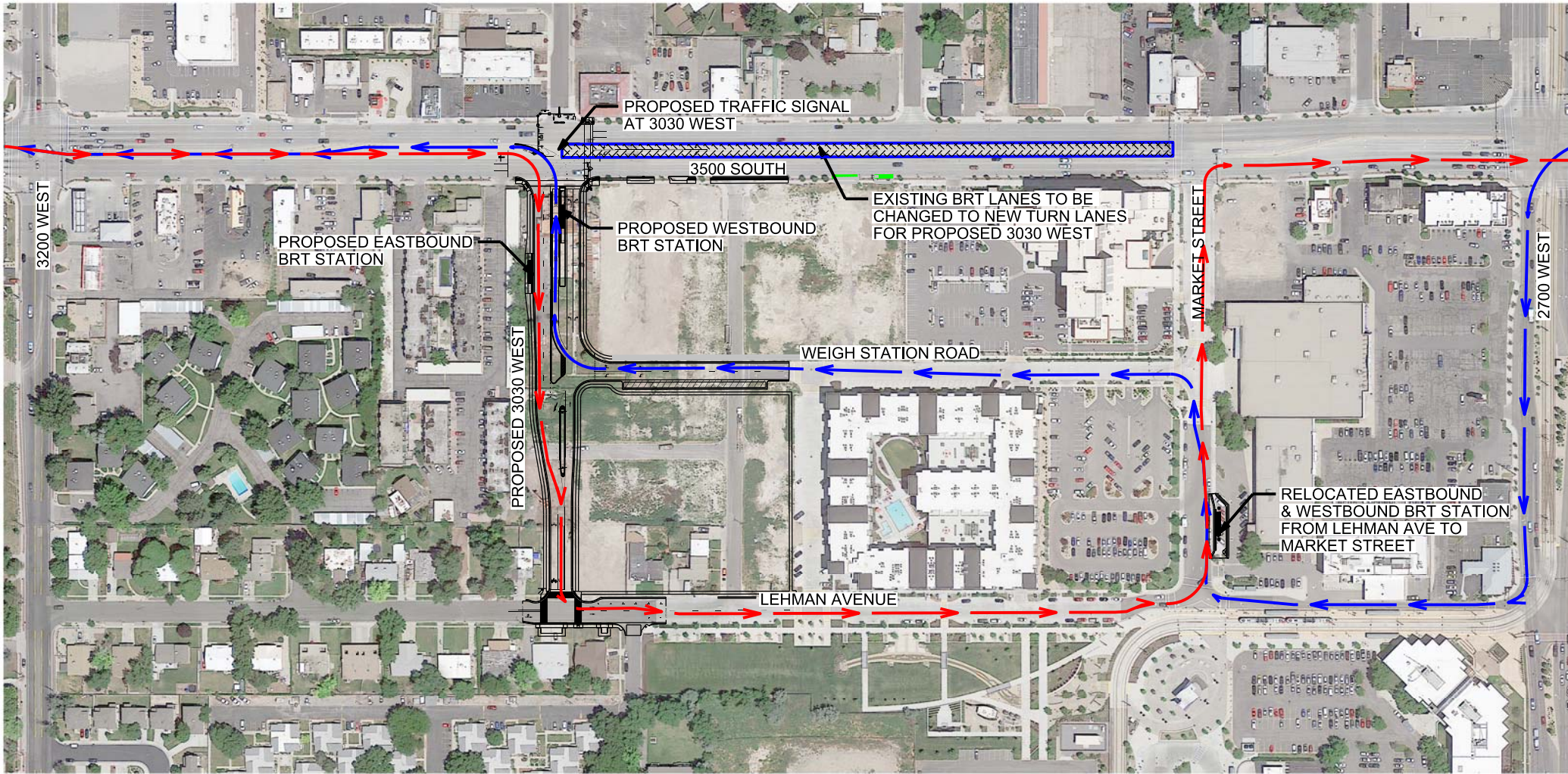






'EXHIBIT C'  
EXISTING BUS RAPID TRANSIT ROUTE  
IN FAIRBOURNE STATION AREA





'EXHIBIT D'  
PROPOSED BUS RAPID TRANSIT ROUTE  
THROUGH FAIRBOURNE STATION

Item: \_\_\_\_\_  
Fiscal Impact: \$ 36,000,000 \_\_\_\_\_  
Funding Source: General Fund/Operating Revenues \_\_\_\_\_  
Account #: \_\_\_\_\_  
Budget Opening Required: ☒

**ISSUE:**

A RESOLUTION OF THE CITY COUNCIL OF WEST VALLEY CITY, UTAH AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, UTAH (THE "AUTHORITY"), AND A GROUND LEASE AGREEMENT; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE AND REFUNDING BONDS, SERIES 2016, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$36,000,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A GENERAL INDENTURE OF TRUST AND A FIRST SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, CERTAIN SECURITY DOCUMENTS, AN OFFICIAL STATEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

**BACKGROUND:**

An economic analysis of the outstanding 2006A and 2006B bonds has identified significant savings that can be realized by refunding the outstanding balance. These bonds were originally issued to finance construction of the Maverik Center, Hale Centre Theatre and Fire Station #75. In addition to the economic savings realized by this refunding a new fire station will be financed to replace an outdated facility(#72). Additional bond funds will be used to remodel and reconfigure an existing fire station(#71) to accommodate increased needs for space and equipment.

**RECOMMENDATION:**

Approval of resolution

**SUBMITTED BY:**

Jim Welch, Finance Director

West Valley City, Utah

May 10, 2016

The City Council (the “Council”) of West Valley City (the “City”), met in regular session in West Valley City, Utah, on May 10, 2016, at 6:30 p.m., with the following Councilmembers being present:

Ron Bigelow	Mayor
Karen Lang	Councilmember
Don Christensen	Councilmember
Tom Huynh	Councilmember
Lars Nordfelt	Councilmember
Steve Buhler	Councilmember
Steve Vincent	Councilmember

Also present:

Wayne Pyle	City Manager
Jim Welch	City Finance Director
J. Eric Bunderson	City Attorney
Nichole Camac	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this May 10, 2016 meeting was presented to the Council, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, adopted by the following vote:

Those voting AYE:

Those voting NAY:

The resolution was then signed by the Mayor. The resolution is as follows:

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF WEST VALLEY CITY, UTAH AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF WEST VALLEY CITY, UTAH (THE “AUTHORITY”), AND A GROUND LEASE AGREEMENT; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE AND REFUNDING BONDS, SERIES 2016, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$36,000,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A GENERAL INDENTURE OF TRUST AND A FIRST SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE AGREEMENT, CERTAIN SECURITY DOCUMENTS, AN OFFICIAL STATEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the “Council”) of West Valley City, Utah (the “City”) has previously authorized and directed the creation of the Municipal Building Authority of West Valley City, Utah (the “Authority”); and

WHEREAS, pursuant to the direction of the City, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “Building Authority Act”); and

WHEREAS, under the Articles of Incorporation of the Authority (the “Articles”), the objects and purposes for which the Authority has been founded and incorporated are to construct, acquire, improve or extend one or more projects and to finance their costs on behalf of the Authority in accordance with the procedures and subject to the limitations of the Building Authority Act in order to accomplish the public purpose for which the Authority exists; and

WHEREAS, pursuant to the provisions of the Building Authority Act, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the “Act”), the Authority has authority to issue its lease revenue and refunding bonds for the purpose of financing and refinancing certain improvements for and on behalf of the Authority; and



WHEREAS, under the direction of the City, the Governing Board of the Authority (the “Governing Board”) has the authority to issue the Authority’s Lease Revenue and Refunding Bonds, Series 2016 (the “Series 2016 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority) in the aggregate principal amount of not to exceed \$36,000,000 to (a) finance the acquisition and construction of a new fire station and the remodeling of an existing fire station and related improvements (collectively, the “Fire Station Projects”), (b) refinance the Maverik Center (the “Maverik Center Project” and together with the Fire Station Projects, the “2016 Project”), by refunding a portion of the Authority’s outstanding lease revenue bonds (the “Refunded Bonds”), (b) fund any required deposit to a debt service reserve fund, and (c) pay costs associated with the issuance of the Series 2016 Bonds; and

WHEREAS, the Series 2016 Bonds are to be issued pursuant to a General Indenture of Trust (the “General Indenture”), a First Supplemental Indenture of Trust (the “First Supplemental Indenture” and together with the General Indenture, the “Indenture”), substantially in the forms presented to the Council at this meeting and each of which is attached hereto as Exhibit B; and

WHEREAS, the City is the owner of fee simple title to the site on which [each of] the 2016 Project[s] [is/are] to be located and the City desires to lease such property to the Authority pursuant to the terms and provisions of one or more Ground Lease Agreements (the “Ground Leases”), in substantially the form presented to this meeting and attached hereto as Exhibit C and herein authorized and approved; and

WHEREAS, the 2016 Project is to be leased to the City, on an annually renewable basis, by the Authority pursuant to the terms and provisions of the Master Lease Agreement, by and between the Authority and the City (the “Master Lease”) in substantially the form presented to the Council at this meeting and attached hereto as Exhibit D; and

WHEREAS, to further secure its payment obligations under the Indenture, the Authority proposes to grant a lien on and security interest in the 2016 Project pursuant to one or more of the following: (i) a [Leasehold] Deed of Trust, Assignment of Rents and Security Agreement and (ii) an Assignment of Ground Lease in substantially the forms presented to this meeting and attached hereto as Exhibit E (collectively the “Security Documents”); and

WHEREAS, the Authority by its Resolution dated the date hereof (the “Authority Resolution”) has or is expected to authorize, approve and direct the execution of the Indenture, one or more Master Leases, Security Agreements, and Ground Lease and to authorize the issuance of the Series 2016 Bonds, the financing of the 2016 Project and the refunding of the Refunded Bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a Bond Purchase Agreement (the “Bond Purchase Agreement”) to be entered into among

the Authority, the City and the underwriter selected by the Authority for the Series 2016 Bonds (the “Underwriter”), in substantially the form attached hereto as Exhibit F; and

WHEREAS, in connection with the issuance of the Series 2016 Bonds, the City desires to authorize the use and distribution of a Preliminary Official Statement (the “Preliminary Official Statement”) in substantially the form attached hereto as Exhibit G, and to approve a final Official Statement (the “Official Statement”) in substantially the form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, the Authority may not exercise any of its powers without prior authorization by the City, and therefore it is necessary that the City authorize certain actions by the Authority in connection with the transactions contemplated hereby in connection with the issuance of the Series 2016 Bonds; and

WHEREAS, the City desires to improve and promote the local health and general welfare of the citizens of the City by entering into the documents and taking the actions described above; and

WHEREAS, the City desires to approve and direct the execution of the Ground Lease[s], the Bond Purchase Agreement, and the Master Lease by the City and to authorize the issuance of the Series 2016 Bonds and the financing of the Fire Station Projects and the refinancing of the Maverik Center Project by the Authority and to further authorize the execution of the Ground Lease[s], the Master Lease, the General Indenture, the First Supplemental Indenture, the Bond Purchase Agreement, the Security Documents, the Official Statement, and certain other acts to be taken by the Authority in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WEST VALLEY CITY, UTAH AS FOLLOWS:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the City and by the officers of the Authority directed toward the issuance of the Series 2016 Bonds and the financing or refinancing, as appropriate, of the 2016 Project are hereby ratified, approved and confirmed.

Section 2. The City hereby finds and determines, pursuant to the Constitution and laws of the State of Utah, that the leasing of the 2016 Project under the terms and provisions and for the purposes set forth in the Master Lease and the other documents, instruments and conveyances hereinafter approved and authorized, is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and is in the best interest of the citizens of the City, and the City hereby authorizes, approves and directs the issuance and sale of the Series 2016 Bonds by the Authority in accordance with the provisions of the Indenture and the leasing of the 2016 Project in the manner provided in the Master Lease and the Ground Lease[s].

Section 3. The Ground Lease[s], Master Lease, Indenture, Security Documents and Bond Purchase Agreement, in substantially the respective forms

presented to this meeting and attached hereto as exhibits, are in all respects approved, authorized, and confirmed, and the Mayor or the Mayor pro tem, in the absence of the Mayor, is authorized to approve the final terms thereof and to execute and deliver the Ground Lease[s], the Master Lease and the Bond Purchase Agreement in the forms and with substantially the same content as attached hereto for and on behalf of the City with final terms as may be established for the Series 2016 Bonds by the Authority and with such alterations, changes or additions as may be necessary or as may be authorized herein. When authorized by the Governing Board of the Authority, the City hereby approves and authorizes the execution and delivery of the Bond Purchase Agreement, the Master Lease, the General Indenture, the First Supplemental Indenture, the Security Documents, the Ground Lease[s], and the Official Statement by the Authority in substantially the forms presented to this meeting and attached hereto as exhibits for and on behalf of the Authority.

Section 4. The Council hereby authorizes the financing of the 2016 Project and the delegation by the Authority, to certain officers of the Authority, the ability to set the final terms of the Series 2016 Bonds within the parameters established by the Authority in the Authority Resolution.

Section 5. Should the Authority determine to have the Series 2016 Bonds underwritten, the Council hereby authorizes the utilization of the Preliminary Official Statement, in the form attached hereto as Exhibit G, in the marketing of the Series 2016 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement.

Section 6. For the purpose of providing funds to (a) finance or refinance, as appropriate, the 2016 Project, (b) fund any required reserves, and (c) pay costs associated with the issuance of the Series 2016 Bonds and for such other purposes as may be authorized under the Indenture, the Authority shall issue the Series 2016 Bonds which shall be designated the “Local Building Authority of the West Valley City, Utah Lease Revenue and Refunding Bonds, Series 2016” (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority). The Series 2016 Bonds shall be dated, shall bear interest, and shall mature as set forth in the First Supplemental Indenture.

Section 7. The Authority is authorized to issue and sell the Series 2016 Bonds to the Underwriter thereof pursuant to the terms of the Bond Purchase Agreement in the aggregate principal amount of not to exceed \$36,000,000 and at the purchase price set forth therein. The Series 2016 Bonds shall be dated as of their date of delivery, shall bear interest, and mature as set forth in the First Supplemental Indenture.

Section 8. The form, terms, and provisions of the Series 2016 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Series 2016 Bonds shall mature prior to the expiration of the estimated useful life of the 2016 Project. The Chair/President of the Authority, including any authorized official acting in the Chair/President’s place, is hereby authorized to execute the Series 2016 Bonds, to place

thereon the seal of the Authority and to deliver the Series 2016 Bonds to the Underwriter. The Secretary-Treasurer of the Authority is authorized to attest to the signature of the Chair/President and affix the seal of the Authority to the Series 2016 Bonds and to authenticate the Series 2016 Bonds. The signatures of the Chair/President and of the Secretary-Treasurer may be by facsimile or manual execution.

Section 9. The appropriate officers of the City and the Authority are authorized to take all actions necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and are authorized to take all actions necessary in conformity with the Act and the Articles to finance or refinance, as appropriate, the 2016 Project, to acquire and construct the Fire Station Projects and to lease the 2016 Project pursuant to the Master Lease, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Indenture and the sale and delivery of the Series 2016 Bonds.

Section 10. Upon their issuance, the Series 2016 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2016 Bonds, the Indenture and the Security Documents. No provision of this Resolution, the Master Lease, the Ground Lease[s], the Indenture, the Series 2016 Bonds, the Bond Purchase Agreement, the Security Documents, the Official Statement, nor any other instrument authorized hereby, shall be construed as creating a general obligation of the Authority or of creating a general obligation of the City, the State of Utah or any political subdivision of the State of Utah, nor as incurring or creating a charge upon the general credit of the City or against its taxing powers. The City shall not be obligated to pay out of its funds, revenues, or accounts, or to make any payment in respect of the Series 2016 Bonds, except in connection with the payment of Base Rentals, Additional Rentals, and Purchase Option Price pursuant to the Master Lease (as those terms are defined in the Master Lease), which are subject to annual appropriation by the City in accordance with the provisions of the Master Lease. The Authority has no taxing power.

Section 11. The Mayor is hereby authorized to make any alterations, changes or additions in the Master Lease, the Ground Lease[s], the Bond Purchase Agreement, and the Official Statement herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with the Underwriter or the provisions of the laws of the State of Utah or the United States, the approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 12. The appropriate officials of the Authority are authorized to make any alterations, changes, or additions in the Master Lease, the Ground Lease[s], the General Indenture, the First Supplemental Indenture, the Bond Purchase Agreement, the Security Documents, and the Official Statement herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with



the Underwriter, or the provisions of the laws of the State of Utah or the United States, approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 13. If any provisions of this resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this resolution or the exhibits.

Section 14. The City Recorder is hereby authorized to attest to all signatures and acts of any proper official of the City, and, as necessary, to place the seal of the City on the Master Lease, the Bond Purchase Agreement, the Ground Lease[s] and the Official Statement. The Mayor and other proper officials of the City and each of them, are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters herein authorized. Any action authorized to be taken by the Mayor of the City may, in his/her absence, be taken by the Mayor pro tem.

Section 15. The Secretary-Treasurer or other authorized officer of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and, as necessary, to place the seal of the Authority on the Master Lease, the Ground Lease[s], the Indenture, the Security Documents, the Bond Purchase Agreement, the Official Statement, and any other documents authorized, necessary or proper pursuant to this Resolution or any Resolution of the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any or all additional certificates, documents, and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution. Any action authorized to be taken by the Chair/President may, in his/her absence, be taken by the Vice-Chair of the Authority.

Section 16. The appropriate officers of the City are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby.

Section 17. If any provisions of this Resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the exhibits.

Section 18. This Resolution shall become effective immediately upon adoption by the City.

Section 19. All bylaws, orders and resolutions of the City or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as revising any bylaw, order, resolution, or ordinance or part thereof.

PASSED AND APPROVED BY THE CITY COUNCIL OF WEST VALLEY  
CITY, UTAH THIS MAY 10, 2016.

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Recorder

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE    )

I, Nichole Camac, the undersigned duly qualified and acting City Recorder of West Valley City, Utah (the “City”), do hereby certify:

The foregoing pages are a true, perfect and complete copy of a resolution duly adopted by the City Council of the City (the “Council”) during proceedings of the Council, had and taken at a lawful regular meeting of said Council held at the City offices in West Valley City, Utah on May 10, 2016, commencing at the hour of 6:30 p.m., as recorded in the regular official book of the proceedings of the City kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of said City Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this May 10, 2016.

By: \_\_\_\_\_  
City Recorder

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Nichole Camac, the undersigned City Recorder of West Valley City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the May 10, 2016, public meeting held by the City as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices on May \_\_, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune and The Deseret News on May \_\_, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, Notice of the 2016 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City to be held during the year, by causing said Notice to be (i) posted on \_\_\_\_\_ at the principal office of the City, (ii) provided to at least one newspaper of general circulation within the City on \_\_\_\_\_ and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this May 10, 2016.

(SEAL)

By: \_\_\_\_\_  
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING NOTICE

EXHIBIT B

GENERAL INDENTURE AND FIRST SUPPLEMENTAL INDENTURE

(See Transcript Document Nos. \_\_ and \_\_)

EXHIBIT C

GROUND LEASE AGREEMENT

(See Transcript Document No. \_\_)



EXHIBIT D

MASTER LEASE AGREEMENT

(See Transcript Document No. \_\_)

EXHIBIT E

SECURITY DOCUMENTS

(See Transcript Document No. \_\_ & \_\_)

EXHIBIT F

BOND PURCHASE AGREEMENT

(See Transcript Document No \_\_)

EXHIBIT G

PRELIMINARY OFFICIAL STATEMENT

(See Transcript Document No. \_\_)

Item: \_\_\_\_\_  
Fiscal Impact: \_\_\_\_\_  
Funding Source: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Budget Opening Required: \_\_\_\_\_

**ISSUE:**

A Resolution adopting a tentative budget for West Valley City for the Fiscal Year commencing July 1, 2016 and ending June 30, 2017.

**SYNOPSIS:**

This resolution adopts the tentative budget for West Valley City for the 2016-2017 fiscal year and sets a date for public comment at a hearing to be held on August 9, 2016.

**BACKGROUND:**

West Valley City will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2016-2017.

**RECOMMENDATION:**

City staff recommends approval of the resolution.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING A TENTATIVE BUDGET  
FOR THE FISCAL YEAR COMMENCING JULY 1, 2016,  
AND ENDING JUNE 30, 2017; AND SETTING AUGUST 9,  
2016, AS THE DATE FOR PUBLIC HEARING.**

**WHEREAS**, the West Valley City Manager has filed a proposed budget with the West Valley City Council for the fiscal year commencing July 1, 2016, and ending June 30, 2017; and

**WHEREAS**, the City Council has carefully reviewed and considered the budget and has determined that it should be tentatively adopted; and

**WHEREAS**, State laws governing budget adoption and setting of tax rates, and federal laws governing receipt and disbursement of federal funds, have been or will be complied with; and

**WHEREAS**, it is the intent and desire of West Valley City to comply with all applicable State and local laws regarding the adoption of the budget; and

**WHEREAS**, the City Council of West Valley City, Utah, hereby determines that it is in the best interests of the citizens of West Valley City to adopt a tentative budget for West Valley City for the 2017 fiscal year;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, as follows:

1. The budget attached hereto (herein the "Tentative Budget"), in the amount shown in Exhibit "A" for the following funds: General; Capital Improvement; Golf Courses; "C" Road; Fitness Center; Hale Centre Theatre; Arena; Sanitation; Storm Water Utility; Cultural Celebration Center; Utah Cultural Celebration Center Foundation; Grants; and Road, Park, Fire, Police, Flood Impact Fees, and Ambulance Fund, is hereby tentatively adopted pursuant to Section 10-6-101, et seq., Utah Code Annotated 1953, as amended.
2. A public hearing to consider the Tentative Budget shall be held on August 9, 2016, at 6:30 p.m., in the West Valley City Council chambers located at 3600 Constitution Boulevard, West Valley City, Utah. The City Recorder is hereby directed to publish or cause to be published, at least seven days prior to the hearing and in at least one issue of a newspaper of general circulation published in Salt Lake County, notice of such hearing as well as the location of the Recorder's Office where the Tentative Budget will be available for public inspection.

3. Citizens in attendance at the public hearing shall be permitted to provide written or oral comment for or against the Tentative Budget or any of its individual funds, and for or against the relationship of Community Development Block Grant funds and other federal funds to the Tentative Budget.
4. A copy of the Tentative Budget and a summary of the Tentative Budget and the City's proposed use of the various federal funds in the context of the Tentative Budget shall be placed on record at the City Recorder's Office at the same address indicated above, at least ten days prior to the adoption of the final Budget, for inspection by the general public during normal office hours.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**GENERAL FUND - FUND 10  
REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>PROPERTY TAX:</b>						
Current Year	22,071,701	21,329,811	21,496,850	21,953,357	23,114,258	5.3%
Prior Year	636,420	518,434	655,618	657,383	487,144	-25.9%
Street Lights	413,240	444,411	453,288	453,288	426,472	-5.9%
Fitness Center	1,838,090	2,055,915	2,097,033	2,097,033	1,972,930	-5.9%
Vehicle Tax	1,749,759	1,664,638	1,731,274	1,635,384	1,704,858	4.2%
<b>Total Property Tax</b>	<b>26,709,210</b>	<b>26,013,209</b>	<b>26,434,063</b>	<b>26,796,445</b>	<b>27,705,662</b>	<b>3.4%</b>
<b>SALES TAX:</b>						
General Sales Tax	20,504,722	21,532,447	22,980,867	23,753,933	25,386,857	6.9%
<b>Total Sales Tax</b>	<b>20,504,722</b>	<b>21,532,447</b>	<b>22,980,867</b>	<b>23,753,933</b>	<b>25,386,857</b>	<b>6.9%</b>
<b>UTILITY TAX:</b>						
Cable TV/Bch Adv	635,588	660,064	653,573	670,924	686,494	2.3%
Telecommunications	1,834,892	1,613,611	1,505,472	1,569,439	1,424,554	-9.2%
Electricity	5,208,728	5,307,959	5,566,219	5,992,132	5,998,973	0.1%
Gas	2,174,716	2,397,290	2,281,721	2,725,269	2,627,380	-3.6%
<b>Total Utility Tax</b>	<b>9,853,924</b>	<b>9,978,924</b>	<b>10,006,985</b>	<b>10,957,764</b>	<b>10,737,401</b>	<b>-2.0%</b>
<b>WEST RIDGE AMPHITHEATER:</b>						
Amp. Ticket Revenues	188,573	188,417	291,286	188,000	250,000	33.0%
<b>Total Westridge Amphitheater</b>	<b>188,573</b>	<b>188,417</b>	<b>291,286</b>	<b>188,000</b>	<b>250,000</b>	<b>33.0%</b>
<b>SPECIAL IMPROVEMENT DISTRICTS:</b>						
5600 West SID 2003-1	211,260	218,159	178,534	154,000	0	-100.0%
<b>Total Special Imp Dist</b>	<b>211,260</b>	<b>218,159</b>	<b>178,534</b>	<b>154,000</b>	<b>0</b>	<b>-100.0%</b>
<b>LICENSES AND PERMITS:</b>						
Business & Econ. Services	1,158,381	1,159,000	1,149,624	1,160,000	1,160,000	0.0%
Animal Licenses	97,679	100,041	104,608	100,000	101,000	1.0%
Building Permits	1,284,824	1,610,234	1,342,543	1,500,000	1,400,000	-6.7%
Subdivision Fees	231,247	223,903	269,689	191,500	152,000	-20.6%
Disporportionate Service	532,534	528,973	545,440	520,000	500,000	-3.8%
<b>Total Licenses &amp; Permits</b>	<b>3,304,665</b>	<b>3,622,151</b>	<b>3,411,904</b>	<b>3,471,500</b>	<b>3,313,000</b>	<b>-4.6%</b>



**GENERAL FUND - FUND 10**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>ST. LIQUOR &amp; BEER TAX:</b>						
St. Liquor & Beer Tax	141,582	0	0	0	0	0.0%
<b>Total Liquor &amp; Beer Tax</b>	<b>141,582</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>MISCELLANEOUS:</b>						
Taylorsville DS Reimb.	0	0	136,926	137,000	137,000	0.0%
Taylorsville Contract Services	286,063	286,360	264,227	320,000	320,000	0.0%
Animal Shelter Vaccinations	43,940	45,659	33,712	35,000	37,000	5.7%
Animal Shelter Misc. Fees	42,702	36,297	40,682	40,000	37,000	-7.5%
Animal Sterilization	35,703	39,983	42,884	35,000	42,000	20.0%
Animal Shelter Donations	0	0	7,646	0	5,000	100.0%
Police Reports	65,015	96,524	106,570	75,000	90,000	20.0%
Police Reimbursement	295,819	186,895	253,732	250,000	240,000	-4.0%
Fingerprinting/Work Orders	19,487	15,953	16,546	15,000	10,000	-33.3%
Miscellaneous	199,234	191,958	163,635	155,000	155,000	0.0%
Donations/Contributions	11,675	5,000	104,885	15,836	15,836	0.0%
Fire Prevention/Haz Mat	158,588	177,237	3,696	175,000	175,000	0.0%
Harman Home Maint., etc.	40,000	40,000	40,000	40,000	40,000	0.0%
Harman Home SL CO.	12,276	14,419	15,774	15,954	15,954	0.0%
Indigent Defense	35,815	39,983	47,245	39,000	12,000	-69.2%
District Court Fines	0	0	0	0	36,000	100.0%
Excavation Perm-Prop Bond	92,383	52,236	105,207	75,000	100,000	33.3%
Rent-Housing Authority	42,000	42,000	42,000	42,000	42,000	0.0%
Rental Properties	17,991	16,800	16,801	15,000	15,000	0.0%
Tower Lease	73,968	85,170	79,425	85,725	54,285	-36.7%
Park Reservations/Activities	9,875	18,459	12,499	5,000	5,000	0.0%
Maverik Center Equip. Lease	120,000	120,000	120,000	120,000	0	-100.0%
Court Maintenance	29,837	19,118	29,837	20,000	14,000	-30.0%
Professional Shop Services	120,229	110,793	125,841	100,000	100,000	0.0%
STP Engineering Fees	0	0	119,604	100,000	0	-100.0%
Engineer Consultant Fees CED	0	0	14,772	0	0	0.0%
Rent-Redevelop Agency	25,000	25,000	25,000	25,000	25,000	0.0%
<b>Total Miscellaneous</b>	<b>1,777,600</b>	<b>1,665,844</b>	<b>1,969,146</b>	<b>1,935,515</b>	<b>1,723,075</b>	<b>-11.0%</b>
<b>JUSTICE COURT:</b>						
Small Claims Fees	124,465	149,780	150,010	145,000	102,878	-29.1%
Traffic Fines	2,991,451	2,744,853	2,967,008	3,675,000	2,607,413	-29.1%
<b>Sub-Total Courts</b>	<b>3,115,916</b>	<b>2,894,633</b>	<b>3,117,018</b>	<b>3,820,000</b>	<b>2,710,290</b>	<b>-29.1%</b>
<b>Civil Fines and Penalties</b>						
ACE Program	69,525	51,926	62,229	100,000	70,950	-29.1%
Bail Fines & Forfeitures	10	0	0	2,000	1,419	-29.1%
Parking Ticket Fines	38,786	15,821	10,162	15,000	10,643	-29.1%
Civil Penalties	368,590	370,217	356,313	400,000	283,800	-29.1%
<b>Sub-Total Civil</b>	<b>476,911</b>	<b>437,964</b>	<b>428,704</b>	<b>517,000</b>	<b>366,812</b>	<b>-29.1%</b>
<b>Total Justice Court</b>	<b>3,592,827</b>	<b>3,332,597</b>	<b>3,545,722</b>	<b>4,337,000</b>	<b>3,077,102</b>	<b>-29.1%</b>

**GENERAL FUND - FUND 10**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>INTEREST:</b>						
Investment Interest	180,902	132,586	137,873	180,000	180,000	0.0%
RDA Interest	248,640	248,640	248,640	248,640	248,640	0.0%
<b>Total Interest</b>	<b>429,542</b>	<b>381,226</b>	<b>386,513</b>	<b>428,640</b>	<b>428,640</b>	<b>0.0%</b>
<b>OTHER:</b>						
Revenue Other Source	0	0	456,228	2,198,650		-100.0%
Reserves	0	0	0	742,000	250,000	-66.3%
Sale of Land (Other)	224,697	0	0	0		0.0%
Sale of Land (RDA)	0	0	0	0		0.0%
<b>Total Other</b>	<b>224,697</b>	<b>0</b>	<b>456,228</b>	<b>2,940,650</b>	<b>250,000</b>	<b>-91.5%</b>
<b>Subtotal</b>	<b>66,938,602</b>	<b>66,932,975</b>	<b>69,661,248</b>	<b>74,963,447</b>	<b>72,871,737</b>	<b>-2.8%</b>
<b>RESTRICTED FUNDS:</b>						
Forfeited Assets	0	64,996	107,018	0	0	0.0%
Bond Proceeds	7,737,358	475,533	0	0	0	0.0%
Bond Interest	37,663	25,720	22,842	0	0	0.0%
<b>Total Restricted Funds</b>	<b>7,775,021</b>	<b>566,249</b>	<b>129,860</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Grand Total</b>	<b>74,713,623</b>	<b>67,499,223</b>	<b>69,791,108</b>	<b>74,963,447</b>	<b>72,871,737</b>	<b>-2.8%</b>

**GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>LEGISLATIVE:</b>						
City Council	773,774	711,651	612,132	762,647	755,771	-0.9%
Elections	15,929	156,715	17,791	237,789	237,789	0.0%
<b>Total Legislative</b>	<b>789,703</b>	<b>868,366</b>	<b>629,923</b>	<b>1,000,436</b>	<b>993,560</b>	<b>-0.7%</b>
<b>ADMINISTRATIVE:</b>						
City Manager	629,428	687,519	711,746	746,489	935,469	25.3%
Justice Court	1,837,663	1,785,445	1,830,535	1,916,039	1,953,886	2.0%
Information Technology	1,825,663	1,700,249	1,685,089	1,700,277	1,697,084	-0.2%
Central Services	2,252,132	2,493,249	2,767,949	2,557,449	2,557,449	0.0%
Communications	101,170	109,809	108,431	111,244	113,432	2.0%
Human Resources	553,669	532,767	438,632	681,763	916,593	34.4%
Events/Promotion	95,413	0	0	0	0	0.0%
Community & Media Relations	308,721	438,563	632,038	617,064	631,462	2.3%
Recorder	597,782	610,473	627,502	624,251	399,100	-36.1%
<b>Total Administrative</b>	<b>8,201,641</b>	<b>8,358,074</b>	<b>8,801,922</b>	<b>8,954,576</b>	<b>9,204,475</b>	<b>2.8%</b>
<b>NON-DEPARTMENTAL</b>						
SID Sales Tax Rebate	51,715	133,012	114,223	80,000	0	-100.0%
UTOPIA	3,822,129	4,078,518	4,131,251	4,354,337	4,430,597	1.8%
Capital Projects/Fleet Xfer to CIP	450,000	675,000	0	1,000,000		-100.0%
Rental Home Expense	4,184	6,596	7,279	15,000	15,000	0.0%
Council Contingency Misc	(671,139)	(267,885)	(137,976)	0	1,100,000	100.0%
Retirement Incentives	78,863	48,611	35,368	0	0	0.0%
Wage Under Runs	0	0	0	(600,000)		-100.0%
Storm Water (Prof.Service)	(373,344)	(373,344)	(373,344)	(373,344)	(373,344)	0.0%
Sanitation (Prof.Service)	(484,131)	(484,131)	(484,131)	(484,131)	(484,131)	0.0%
Transfers In	(1,684,500)	(32,660)	(244,845)	0	0	0.0%
Benefits Accrual	1,224,625	1,345,366	921,745	1,422,000	914,400	-35.7%
Fitness Center / PT	2,207,914	2,431,343	2,484,424	2,343,745	1,876,524	-19.9%
Hale Center Theatre	69,188	69,188	69,188	69,188	69,188	0.0%
Maverik Center (Arena Fund)	1,259,602	506,283	844,671	850,000	850,000	0.0%
Cultural Center	538,855	795,903	1,012,550	909,425	866,843	-4.7%
Stonebridge Golf Course	1,598,801	1,360,291	350,000	1,540,955	1,333,563	-13.5%
Transfer Out	0	443,122	662,855	0	0	0.0%
Westfest	20,000	0	0	25,000	25,000	0.0%
Rolling Stock	1,495	0	0	0	0	0.0%
Special Projects	22,847	0	0	100,000	0	-100.0%
Utilities	524,964	547,607	551,181	500,320	500,320	0.0%
<b>Total Non-Departmental</b>	<b>8,662,068</b>	<b>11,282,820</b>	<b>9,944,439</b>	<b>11,752,495</b>	<b>11,123,960</b>	<b>-5.3%</b>

**GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>DEBT SERVICE:</b>						
Animal Shelter/CPD Facility	620,997	621,892	145,550	204,950	995,750	385.9%
Public Safety/Stonebridge	609,193	612,548	610,567	1,764,663	1,766,769	0.1%
Fitness Center Refinance	1,480,425	1,598,550	1,601,950	1,601,550	1,604,150	0.2%
Maverik Center Equipment Lease	165,559	166,249	169,332	661,434	0	-100.0%
City Portion Equipment Lease	42,549	33,258	33,875	132,319	0	-100.0%
Cultural Arts	0	0	0	0	0	0.0%
SID 2003-1	246,874	246,874	246,874	246,875	0	-100.0%
Vehicle Lease S'09	272,619	272,619	0	0	0	0.0%
Vehicle Lease S'12	94,935	0	0	0	0	0.0%
Bond Series 2008	0	0	475,462	0	0	0.0%
Bond Fees	197,515	14,015	9,963	37,110	45,000	21.3%
Fire Truck Lease S2012	69,217	69,218	69,217	69,218	69,218	0.0%
Ladder Truck Equip Lease CIP Trans	0	111,047	110,081	0	0	0.0%
Vehicle Lease S'07 CIP transfer	223,896	0	0	0	0	0.0%
Vehicle Lease S'09 CIP transfer	272,619	272,619	0	0	0	0.0%
Vehicle Lease S'10 CIP transfer	78,588	65,453	65,453	65,453	0	-100.0%
Vehicle Lease S'12 CIP transfer	102,000	94,935	94,935	94,935	94,935	0.0%
Vehicle Lease S'13 CIP transfer	0	0	68,591	68,591	68,591	0.0%
Fire Truck Refurbish CIP Transfer	28,000	23,346	23,346	23,346	23,346	0.0%
Fire Truck Lease 2014 CIP Transfer	0	0	130,000	139,950	139,950	0.0%
Fire Station #75/ PW (Transfer BA)	441,560	441,360	440,860	441,460	333,400	-24.5%
Fire Station #74 (Transfer to BA)	288,973	218,731	222,682	225,400	244,348	8.4%
Bond Defeasance	7,022,305	0	0	0	0	0.0%
<b>Subtotal</b>	<b>12,257,823</b>	<b>4,862,713</b>	<b>4,518,738</b>	<b>5,777,253</b>	<b>5,385,457</b>	<b>-6.8%</b>
<b>Transfers In:</b>						
Fire Station Impact Fees	0	(40,000)	(40,000)	(40,000)	(40,000)	0.0%
RDA (UCCC)	0	0	0	0	0	0.0%
Fitness Center Refinance	(1,485,626)	(1,603,750)	(1,607,150)	(1,606,750)	(1,609,350)	0.2%
Stonebridge	0	0	0	(1,149,533)	(1,150,902)	0.1%
Maverik Center Equip. (City portion)	(42,549)	(33,258)	(33,875)	(132,319)	0	-100.0%
Sanitation	0	(6,500)	0	0	0	0.0%
<b>Subtotal</b>	<b>(1,528,175)</b>	<b>(1,683,508)</b>	<b>(1,681,025)</b>	<b>(2,928,602)</b>	<b>(2,800,252)</b>	<b>-4.4%</b>
<b>Total Debt Service</b>	<b>10,729,648</b>	<b>3,179,204</b>	<b>2,837,713</b>	<b>2,848,651</b>	<b>2,585,205</b>	<b>-9.2%</b>

**GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT:</b>						
Administration	262,990	250,234	279,545	267,997	295,433	10.2%
Planning Commission	13,120	9,455	12,087	10,276	15,975	55.5%
Board of Adjustment	1,482	736	650	4,364	4,162	-4.6%
Building Inspection	688,049	721,889	734,688	845,329	860,917	1.8%
Planning & Zoning	559,348	535,715	600,696	631,115	635,403	0.7%
<b>Total Comm. &amp; Econ. Dev.</b>	<b>1,524,989</b>	<b>1,518,029</b>	<b>1,627,666</b>	<b>1,759,081</b>	<b>1,811,890</b>	<b>3.0%</b>
<b>FINANCE:</b>						
Administration	329,494	379,279	401,879	476,983	497,406	4.3%
Purchasing	84,627	89,584	91,857	94,263	107,850	14.4%
Business Licenses	190,186	200,835	209,351	213,849	215,437	0.7%
Treasury	243,988	259,474	248,966	272,804	281,588	3.2%
Accounting	408,848	387,589	376,897	442,330	429,515	-2.9%
Budget & Disbursements	225,494	235,214	249,932	258,712	280,238	8.3%
<b>Total Finance</b>	<b>1,482,637</b>	<b>1,551,975</b>	<b>1,578,882</b>	<b>1,758,941</b>	<b>1,812,034</b>	<b>3.0%</b>
<b>FIRE:</b>						
Administration	495,485	540,688	647,578	758,751	764,209	0.7%
Emergency Operations	6,656,451	7,059,811	7,576,780	7,701,832	7,748,052	0.6%
Fire Prevention	214,731	271,795	254,449	333,325	386,623	16.0%
Logistics	265,337	341,349	313,939	379,981	379,981	0.0%
Special Operations	22,622	37,721	24,707	35,801	35,801	0.0%
Development Services	133,627	146,125	141,085	153,861	153,085	-0.5%
Medical Services	302,124	281,413	301,991	328,298	329,556	0.4%
<b>Total Fire</b>	<b>8,090,377</b>	<b>8,678,902</b>	<b>9,260,529</b>	<b>9,691,849</b>	<b>9,797,307</b>	<b>1.1%</b>
<b>LAW:</b>						
Civil/Prosecutor/Risk	1,802,028	1,963,206	2,108,964	2,369,081	2,110,553	-10.9%
Risk Financing	594,616	695,467	860,773	1,105,365	850,365	-23.1%
Victim Assistance	95,627	112,896	129,327	267,558	283,312	5.9%
<b>Total Law</b>	<b>2,492,271</b>	<b>2,771,569</b>	<b>3,099,064</b>	<b>3,742,004</b>	<b>3,244,230</b>	<b>-13.3%</b>
<b>PARKS &amp; RECREATION:</b>						
Parks & Rec. Administration	354,877	366,679	412,172	407,589	414,975	1.8%
Park Maintenance	1,328,017	1,315,223	1,331,270	1,407,787	1,406,626	-0.1%
Recreation	11,926	11,939	26,274	38,993	39,381	1.0%
Harman Home Operations	156,612	153,266	161,185	164,924	173,897	5.4%
<b>Total Parks &amp; Recreation</b>	<b>1,851,432</b>	<b>1,847,107</b>	<b>1,930,901</b>	<b>2,019,293</b>	<b>2,034,879</b>	<b>0.8%</b>

**GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>POLICE:</b>						
Administration	21,514,193	21,033,180	22,372,278	23,439,010	22,898,476	-2.3%
Records	20,613	27,666	31,190	45,200	45,200	0.0%
Training	11,576	191,363	140,640	231,083	161,083	-30.3%
Crossing Guards	303,241	336,625	334,277	509,745	512,573	0.6%
Evidence	16,327	20,151	23,349	20,000	20,000	0.0%
Forensics	14,022	27,140	22,116	19,750	19,750	0.0%
Community Policing	12,614	17,162	5,418	22,710	22,710	0.0%
Investigation	75,340	47,389	47,464	25,641	25,641	0.0%
Uniform Patrol	56,933	81,393	174,582	84,410	84,410	0.0%
S.W.A.T. Unit	52,920	35,476	43,307	55,560	55,560	0.0%
Special Operations	183,989	27,980	31,280	30,800	30,800	0.0%
Intelligence/Interal Affairs	0	0	21,919	0	0	0.0%
Police Grants	(407,908)	(231,863)	(423,692)	156,641	(491,000)	-413.5%
<b>Total Police</b>	<b>21,853,860</b>	<b>21,613,662</b>	<b>22,824,128</b>	<b>24,640,550</b>	<b>23,385,203</b>	<b>-5.1%</b>
<b>PUBLIC WORKS:</b>						
Administration	357,861	350,320	381,843	327,812	334,643	2.1%
Streets	928,778	889,808	959,802	1,074,551	1,071,042	-0.3%
Transportation	232,530	248,904	254,071	276,725	280,676	1.4%
Engineering	555,879	613,052	603,791	641,905	753,605	17.4%
Street Lights	518,992	505,173	498,059	581,012	583,896	0.5%
Public Facilities	1,007,088	1,023,010	1,064,791	1,071,111	1,083,773	1.2%
Fleet Maintenance	724,452	740,627	779,453	821,444	847,383	3.2%
<b>Total Public Works</b>	<b>4,325,580</b>	<b>4,370,894</b>	<b>4,541,810</b>	<b>4,794,560</b>	<b>4,955,018</b>	<b>3.3%</b>
<b>COMMUNITY PRESERVATION</b>						
Administration	290,420	305,589	252,825	243,348	248,888	2.3%
Animal Control	944,216	1,005,787	1,009,646	1,119,914	1,146,985	2.4%
Ordinance Enforcement	576,961	570,335	623,564	637,749	636,553	-0.2%
<b>Total Community Preservation</b>	<b>1,811,597</b>	<b>1,881,711</b>	<b>1,886,035</b>	<b>2,001,011</b>	<b>2,032,426</b>	<b>1.6%</b>
<b>Total Operating Expenses</b>	<b>71,815,803</b>	<b>67,922,313</b>	<b>68,963,012</b>	<b>74,963,447</b>	<b>72,980,187</b>	<b>-2.6%</b>
<b>RESTRICTED FUNDS:</b>						
Forfeited Assets	0	0	0	0	0	0.0%
<b>Total Restricted Funds</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Grand Total</b>	<b>71,815,803</b>	<b>67,922,313</b>	<b>68,963,012</b>	<b>74,963,447</b>	<b>72,980,187</b>	<b>-2.6%</b>

**WEST VALLEY CITY "C" ROADS - FUND 11**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>"C" Roads</b>						
"C" Road Fund	3,889,443	3,735,090	3,952,748	3,850,000	4,500,000	16.9%
Misc. Revenue	0	0	0	0	0	0.0%
Interest Revenue	0	10,174	10,797	0	0	0.0%
Gain on Sale of Assets	115,088	9,740	0	0	0	0.0%
Funding Other Sources	0	0	0	397,004	0	-100.0%
<b>Subtotal</b>	<b><u>4,004,531</u></b>	<b><u>3,755,004</u></b>	<b><u>3,963,545</u></b>	<b><u>4,247,004</u></b>	<b><u>4,500,000</u></b>	<b><u>6.0%</u></b>

**WEST VALLEY CITY "C" ROADS - FUND 11**

**EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>OPERATIONS:</b>						
Equipment	31,654	25,093	22,723	28,000	28,000	0.0%
Gasoline, Diesel	1,130	220	474	3,000	1,000	-66.7%
Professional Svcs. (Intern)	300,000	446,564	446,564	460,004	460,000	0.0%
Professional Svcs. (Ext.)	34,594	45,408	33,689	135,000	45,000	-66.7%
Special Supplies	256,711	159,147	170,091	157,000	140,000	-10.8%
Crack Seal	471,941	442,120	477,819	515,000	490,000	-4.9%
Concrete & Salt	229,966	233,177	192,988	210,000	233,000	11.0%
Traffic Controls	0	0	192	0	0	0.0%
Capital Building	0	0	0	30,000	0	-100.0%
Capital Equipment	690,660	456,017	216,710	197,500	194,500	-1.5%
Debt Service Fleet	96,302	0	0	0	0	0.0%
Special Projects	219,113	4,734	1,728,782	1,706,000	2,103,000	23.3%
<b>Subtotal Streets</b>	<b><u>2,332,071</u></b>	<b><u>1,812,480</u></b>	<b><u>3,290,032</u></b>	<b><u>3,441,504</u></b>	<b><u>3,694,500</u></b>	<b><u>7.4%</u></b>
<b>ENGINEERING:</b>						
Professional Svcs. (Intern)	95,000	110,000	110,000	170,000	170,000	0.0%
Special Projects	2,146,176	1,386,440	90,015	300,000	300,000	0.0%
<b>Subtotal Engineering</b>	<b><u>2,241,176</u></b>	<b><u>1,496,440</u></b>	<b><u>200,015</u></b>	<b><u>470,000</u></b>	<b><u>470,000</u></b>	<b><u>0.0%</u></b>
<b>TRANSPORTATION:</b>						
Equipment	24	569	695	1,000	1,000	0.0%
Utilities	12,097	13,189	13,029	13,000	13,000	0.0%
Professional Svcs. (Int.)	20,000	20,000	11,500	11,500	11,500	0.0%
Professional Svcs. (Ext.)	168,496	178,114	203,448	200,000	200,000	0.0%
Signs	24,943	26,631	22,165	25,000	25,000	0.0%
Traffic Controls	31,371	27,135	27,831	35,000	35,000	0.0%
Special Projects	35,010	65,611	27,602	50,000	50,000	0.0%
<b>Subtotal Transportation</b>	<b><u>291,941</u></b>	<b><u>331,249</u></b>	<b><u>306,270</u></b>	<b><u>335,500</u></b>	<b><u>335,500</u></b>	<b><u>0.0%</u></b>
<b>Total Expenditures</b>	<b><u>4,865,188</u></b>	<b><u>3,640,169</u></b>	<b><u>3,796,317</u></b>	<b><u>4,247,004</u></b>	<b><u>4,500,000</u></b>	<b><u>6.0%</u></b>

**WEST VALLEY CITY FITNESS CENTER - FUND 21**

**REVENUE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>FITNESS CENTER:</b>						
Facility Drop-In Fees	287,528	260,476	252,786	260,000	275,000	5.8%
Annual Passes	1,166,513	1,163,484	1,209,157	1,268,000	1,275,000	0.6%
Activity Area	60,589	72,807	77,272	125,000	95,000	-24.0%
Community Rooms	7,357	(3,637)	32,860	25,000	33,000	32.0%
Children's Area	249,287	294,296	330,062	345,000	375,000	8.7%
Aquatics	80,746	82,236	109,254	92,000	115,000	25.0%
Pro Shop	18,876	4,099	4,959	8,000	6,000	-25.0%
Snack Bar	91,318	92,046	94,151	95,000	97,000	2.1%
Sports Programs	114,709	119,727	107,683	125,000	118,000	-5.6%
Catering	7,137	3,759	932	5,000	1,000	-80.0%
Miscellaneous Rev.	62,893	45,782	26,586	30,000	24,000	-20.0%
<b>Total Fitness Center</b>	<b>2,146,953</b>	<b>2,135,075</b>	<b>2,245,702</b>	<b>2,378,000</b>	<b>2,414,000</b>	<b>1.5%</b>

**WEST VALLEY CITY FITNESS CENTER - FUND 21**

**EXPENDITURE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>FITNESS CENTER:</b>						
Transfers In GF/						
Property Tax	(1,838,090)	(2,431,343)	(2,097,033)	(2,097,033)	(1,302,612)	-37.9%
Added Operating Infusion	(369,824)	(39,362)	(401,732)	(246,712)	0	-100.0%
Community Serv. Fd Contribution	0	0	0	0	(596,570)	100.0%
Permanent Employees	726,835	737,464	784,936	757,151	788,424	4.1%
O.T. Employees	7,640	5,117	5,387	7,500	6,500	-13.3%
Temporary Employees	734,651	712,347	708,668	822,349	775,958	-5.6%
Additional Pay	16,210	9,833	10,920	21,000	16,200	-22.9%
Employee Benefits	329,331	355,618	381,904	374,371	445,020	18.9%
Uniform Allowance	0	135	320	500	500	0.0%
Books & Dues	15	598	658	1,300	1,300	0.0%
Advertising	20,395	14,859	24,343	30,000	30,000	0.0%
Travel & Training	5,002	8,567	12,608	16,000	21,000	31.3%
Office Supplies	42,546	41,343	50,958	44,016	51,000	15.9%
Snack Bar	72,053	71,613	67,381	72,000	72,000	0.0%
Equipment Maint.	203,342	225,737	188,797	175,000	193,000	10.3%
Gasoline & Diesel	3,098	3,875	2,898	4,600	3,000	-34.8%
Software	4,999	4,999	9,998	5,000	5,000	0.0%
Building/Grounds	68,467	45,760	54,261	66,000	51,000	-22.7%
Utilities	334,837	332,655	339,476	321,000	330,000	2.8%
Telephone	11,670	11,010	11,210	10,508	11,495	9.4%
Professional Services	90,955	80,911	88,758	95,300	105,000	10.2%
General Health	2,716	3,729	2,605	3,000	4,000	33.3%
Special Supplies	18,654	22,159	23,225	25,000	28,000	12.0%
Children's Programs	83,443	54,076	66,671	67,000	70,000	4.5%
Adult Programs	37,354	30,084	41,182	38,500	40,000	3.9%
Aquatics	16,451	10,463	43,873	26,000	28,000	7.7%
Insurance	32,396	46,487	46,896	46,900	48,000	2.3%
Capital Equipment	16,200	66,098	82,753	85,000	100,000	17.6%
Capital Allocation	0	0	0	0	596,570	100.0%
Trustee Fees (Transfer to GL)	5,200	5,200	5,200	5,200	5,200	0.0%
Capital Res.(Transfer to BA)	30,000	30,000	30,000	30,000	30,000	0.0%
Debt Service (Transfer to GL)	1,480,426	1,599,537	1,601,950	1,601,550	1,604,150	0.2%
RDA SARR for Debit Service	0	0	0	0	(1,117,135)	100.0%
Transfer for Police Substation	(20,000)	(25,000)	(30,000)	(30,000)	(30,000)	0.0%
<b>Total Fitness Center</b>	<b>2,166,972</b>	<b>2,034,569</b>	<b>2,159,071</b>	<b>2,378,000</b>	<b>2,414,000</b>	<b>1.5%</b>



**WEST VALLEY CITY HALE CENTRE THEATRE - FUND 23**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>HALE CENTRE THEATRE:</b>						
Rent	497,081	499,144	495,309	550,700	533,152	-3.2%
Capitalized Interest	1,600	1,566	1,887	0	0	0.0%
<b>Total Hale Centre Theatre</b>	<b><u>498,681</u></b>	<b><u>500,710</u></b>	<b><u>497,196</u></b>	<b><u>550,700</u></b>	<b><u>533,152</u></b>	<b><u>-3.2%</u></b>

**WEST VALLEY CITY HALE CENTRE THEATRE - FUND 23**

**EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>HALE CENTRE THEATRE:</b>						
Building & Grounds	15,895	18,221	13,392	19,188	19,188	0.0%
Debt Serv (BA)	486,627	508,369	504,918	550,700	533,152	-3.2%
Cap Res (BA)	50,000	50,000	50,000	50,000	50,000	0.0%
Gen.Fund Transfer In	(69,188)	(69,188)	(69,188)	(69,188)	(69,188)	0.0%
<b>Total Hale Centre Theatre</b>	<b><u>483,334</u></b>	<b><u>507,402</u></b>	<b><u>499,122</u></b>	<b><u>550,700</u></b>	<b><u>533,152</u></b>	<b><u>-3.2%</u></b>

**WEST VALLEY CITY ARENA - FUND 25**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>ARENA REVENUES</b>	<b><u>2,759,520</u></b>	<b><u>2,881,893</u></b>	<b><u>3,703,199</u></b>	<b><u>3,490,698</u></b>	<b><u>3,598,232</u></b>	<b><u>3.1%</u></b>

**WEST VALLEY CITY ARENA - FUND 25**

**EXPENDITURE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>ARENA:</b>						
Operations	3,649,657	3,419,397	4,102,932	4,005,879	4,248,232	6.0%
Transfers Out	2,896,239	2,889,605	2,839,596	2,983,915	2,848,422	-4.5%
Transfers In	(2,885,777)	(2,885,308)	(3,305,721)	(3,499,096)	(3,498,422)	0.0%
<b>Total Arena</b>	<b><u>3,660,119</u></b>	<b><u>3,423,694</u></b>	<b><u>3,636,807</u></b>	<b><u>3,490,698</u></b>	<b><u>3,598,232</u></b>	<b><u>3.1%</u></b>

**SANITATION - FUND 27**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>SANITATION:</b>						
Garbage Fees	4,371,600	4,547,453	4,942,580	5,100,000	5,100,000	0.0%
Interest	6,801	23,505	33,283	0	0	0.0%
Funding Other Source	0	0	0	0	83,588	100.0%
<b>Total</b>	<b>4,378,401</b>	<b>4,570,958</b>	<b>4,975,863</b>	<b>5,100,000</b>	<b>5,183,588</b>	<b>1.6%</b>

**SANITATION - FUND 27**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>SANITATION:</b>						
Permanent Employees	119,427	128,766	143,304	78,882	114,242	44.8%
O.T. Employees	1,847	853	362	2,000	1,000	-50.0%
Temporary Employees	0	6,555	0	6,000	6,000	0.0%
Employee Benefits	50,290	54,488	61,041	37,954	59,282	56.2%
Books/Subscriptions	200	0	205	250	250	0.0%
Advertising	0	109	0	1,000	0	-100.0%
Travel & Training	0	1,453	1,593	2,000	2,500	25.0%
Office Supplies	2,841	5,227	7,853	6,000	9,000	50.0%
Gasoline & Diesel	8,537	9,185	7,900	9,000	7,000	-22.2%
Auto Parts	0	0	8,929	3,000	3,000	0.0%
Prof. Services Internal	603,977	625,081	610,273	732,487	742,131	1.3%
Prof. Services External	2,458,649	2,517,561	2,436,837	2,728,346	2,759,783	1.2%
Landfill Fees	1,054,783	1,168,362	1,298,753	1,275,000	1,316,250	3.2%
Special Supplies	98,605	159,463	106,201	150,000	150,000	0.0%
Capital Equipment	0	0	77,801	0	0	0.0%
Capital Building	0	0	100,050	15,000	0	-100.0%
Capital Allocation	0	0	0	39,931	0	-100.0%
Transfer Out-General Fund	6,500	6,500	0	0	0	0.0%
Transfer In	0	0	(6,329)	0	0	0.0%
Debt Service	155,325	168,282	169,276	0	0	0.0%
Clean & Beautiful Expenses	8,119	8,140	12,710	13,150	13,150	0.0%
<b>Total</b>	<b>4,569,100</b>	<b>4,860,025</b>	<b>5,036,759</b>	<b>5,100,000</b>	<b>5,183,588</b>	<b>1.6%</b>

**WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Road Impact Fees	470,410	906,115	501,947	270,000	350,000	29.6%
Funding Other Sources	0	0	0	1,387,000	0	-100.0%
<b>Total</b>	<b>470,410</b>	<b>906,115</b>	<b>501,947</b>	<b>1,657,000</b>	<b>350,000</b>	<b>-78.9%</b>

**WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Professional Services	60,000	45,000	45,000	60,000	60,000	0.0%
Road Projects	258,884	4,854	239,737	1,500,000	200,000	-86.7%
Impact Fee Reimbursements	97,000	97,000	97,000	97,000	90,000	-7.2%
<b>Total Expenditures</b>	<b>415,884</b>	<b>146,854</b>	<b>381,737</b>	<b>1,657,000</b>	<b>350,000</b>	<b>-78.9%</b>

**WEST VALLEY CITY PARK IMPACT FEES - FUND 32**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Park Impact Fees	431,587	1,076,525	556,527	300,000	300,000	0.0%
<b>Total Revenue</b>	<b>431,587</b>	<b>1,076,525</b>	<b>556,527</b>	<b>300,000</b>	<b>300,000</b>	<b>0.0%</b>

**WEST VALLEY CITY PARK IMPACT FEES - FUND 32**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Park Impact Expenses	504,959	517,192	1,043,870	300,000	300,000	0.0%
<b>Total Expenditures</b>	<b>504,959</b>	<b>517,192</b>	<b>1,043,870</b>	<b>300,000</b>	<b>300,000</b>	<b>0.0%</b>

**WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Fire Impact Fees	49,861	107,678	54,405	40,000	40,000	0.0%
<b>Total Revenue</b>	<b>49,861</b>	<b>107,678</b>	<b>54,405</b>	<b>40,000</b>	<b>40,000</b>	<b>0.0%</b>

**WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Fire Station 74 Debt Transfer (GF)	28,000	40,000	40,000	40,000	40,000	0.0%
<b>Total Expenditures</b>	<b>28,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>40,000</b>	<b>0.0%</b>

**WEST VALLEY CITY POLICE IMPACT FEES - FUND 34**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Police Impact Fees	32,962	77,949	47,196	30,000	30,000	0.0%
<b>Total Revenue</b>	<b>32,962</b>	<b>77,949</b>	<b>47,196</b>	<b>30,000</b>	<b>30,000</b>	<b>0.0%</b>

**WEST VALLEY CITY POLICE IMPACT FEES - FUND 34**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Police Subs. Debt Transfer to FFC	20,000	25,000	30,000	30,000	30,000	0.0%
<b>Total Expenditures</b>	<b>20,000</b>	<b>25,000</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>0.0%</b>

**WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>FLOOD IMPACT FEES:</b>						
Redwood District	2,908	0	0	0	0	0.0%
Decker District	5,063	9,470	2,227	0	0	0.0%
Jordan District	710	971	0	0	0	0.0%
Brighton District	0	0	229	0	0	0.0%
Riter District	70,030	79,590	92,325	70,000	30,000	-57.1%
Oquirrh Shadows	0	8,778	0	0	0	0.0%
Lake Park	2,520	10,794	0	0	0	0.0%
Canal District	0	486	1,624	0	0	0.0%
West Ridge Distict	9,370	0	4,707	0	0	0.0%
Funding Other Sources	0	0	0	144,000	0	-100.0%
<b>Total Revenue</b>	<b>90,601</b>	<b>110,088</b>	<b>101,112</b>	<b>214,000</b>	<b>30,000</b>	<b>-86.0%</b>

**WEST VALLEY CITY FLOOD IMPACT FEES - FUND 35**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
Special Projects	2,864	0	0	0	0	0.0%
Redwood	3,891	4,121	0	0	0	0.0%
Decker	0	14,490	0	0	0	0.0%
Jordan District	0	0	971	0	0	0.0%
Riter District	0	125,000	120,827	214,000	30,000	-86.0%
West Ridge District	0	42,277	0	0	0	0.0%
Transfer In	0	(117,628)	0	0	0	0.0%
<b>Total Expenditure</b>	<b>6,755</b>	<b>68,260</b>	<b>121,798</b>	<b>214,000</b>	<b>30,000</b>	<b>-86.0%</b>

**WEST VALLEY CITY STORM WATER UTILITY - FUND 36**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>STORM WATER UTILITY:</b>						
Storm Water Utility Fees	3,710,099	4,004,798	4,052,509	3,750,000	3,800,000	1.3%
Interest Income	86,661	187,602	190,553	0	0	0.0%
Land Sales	0	0	100	0	0	0.0%
Gain on Sale of Assets	0	287,498	404,023	0	0	0.0%
Miscellaneous Revenue	4	0	0	0	0	0.0%
Revnue Other Sources (Fund Bal.)	0	0	0	1,512,403	2,050,000	35.5%
<b>Total Revenue</b>	<b>3,796,764</b>	<b>4,479,898</b>	<b>4,647,185</b>	<b>5,262,403</b>	<b>5,850,000</b>	<b>11.2%</b>

**WEST VALLEY CITY STORM WATER UTILITY - FUND 36**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>OPERATIONS:</b>						
Books/Dues	157	161	161	170	0	-100.0%
Travel & Training	1,985	1,612	1,738	5,000	5,000	0.0%
Office Supplies	1,649	1,374	3,658	2,400	2,400	0.0%
Equip Maintenance	36,298	54,483	50,948	50,000	100,000	100.0%
Fuel	60,848	62,459	61,020	60,000	50,000	-16.7%
Auto Maintenance	65,000	65,000	65,000	65,000	55,000	-15.4%
Vehicle Parts	51,754	73,228	109,713	75,000	75,000	0.0%
Utilities	17,425	18,258	24,897	20,000	30,000	50.0%
Prof./Tech (internal)	541,164	541,164	541,164	554,604	554,604	0.0%
Prof./Tech. (external)	80,476	60,455	60,060	158,320	54,000	-65.9%
Gen. Health	138	0	0	0	0	0.0%
Special Supplies	65,855	75,169	103,340	70,000	70,000	0.0%
Insurance	9,544	8,691	2,869	10,000	10,000	0.0%
Capital Building	0	0	0	30,000	0	-100.0%
Capital Equipment	150,938	2,125	(10,957)	165,000	293,750	78.0%
Depreciation	0	1,271,117	1,317,794	1,470,000	1,470,000	0.0%
<b>Subtotal</b>	<b>1,083,231</b>	<b>2,235,295</b>	<b>2,331,405</b>	<b>2,735,494</b>	<b>2,769,754</b>	<b>1.3%</b>
<b>ENGINEERING:</b>						
Books/Dues	0	161	201	200	0	-100.0%
Travel & Training	205	704	3,828	2,000	4,000	100.0%
Office Supplies	4,415	13,820	4,243	3,000	3,000	0.0%
Equip. Maintenance	2,066	6,344	8,264	6,500	15,000	130.8%
Fuel	9,277	4,304	3,793	5,000	5,000	0.0%
Software	12,535	15,202	16,422	6,600	6,600	0.0%
Building/Grounds	0	6,335	0	0	0	0.0%
Prof/Tech (internal)	508,000	508,000	508,000	508,000	508,000	0.0%
Prof./Tech. (external)	9,219	9,647	12,626	10,000	13,000	30.0%
Special Supplies	4,085	5,314	4,190	3,000	3,000	0.0%
Special Projects	519,897	4,106,330	1,025,061	810,000	1,350,000	66.7%
Capitalized Spec Proj	0	(4,106,330)	(894,338)	0	0	0.0%
Debt Service	0	16,888	20,325	313,232	313,302	0.0%
<b>Subtotal</b>	<b>1,069,699</b>	<b>586,718</b>	<b>712,615</b>	<b>1,667,532</b>	<b>2,220,902</b>	<b>33.2%</b>
<b>ADMINISTRATION:</b>						
Permanent Employees	8,911	0	0	0	0	0.0%
Employee Benefits	5,765	0	0	0	0	0.0%
Public Notices	19,154	14,673	12,592	12,000	12,000	0.0%
Travel & Training	2,179	1,442	1,051	1,500	2,000	33.3%
Office Supplies	3,906	2,931	9,276	6,000	6,000	0.0%
Fuel	0	0	0	0	0	0.0%
Prof/Tech (internal)	532,490	524,094	509,286	572,499	606,344	5.9%
Prof./Tech. (external)	143,277	196,518	245,773	252,378	233,000	-7.7%
Capital Building	0	0	0	15,000	0	-100.0%
Transfer Out	0	117,628	0	0	0	0.0%
<b>Subtotal</b>	<b>715,682</b>	<b>857,285</b>	<b>777,978</b>	<b>859,377</b>	<b>859,344</b>	<b>0.0%</b>
<b>Total Expenditure</b>	<b>2,868,612</b>	<b>3,679,298</b>	<b>3,821,998</b>	<b>5,262,403</b>	<b>5,850,000</b>	<b>11.2%</b>

**THE DIVISION OF ARTS AND CULTURE - FUND 37**

**REVENUE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>Cultural Center:</b>						
Miscellaneous	0	25	126	0	0	0.0%
Cultural Center Revenue	158,450	167,266	143,027	150,000	150,000	0.0%
Amphitheater	2,439	0	0	0	0	0.0%
Concessions Revenue	14,167	8,349	0	0	0	0.0%
Donations/Endow/Grants	326,332	155,068	3,000	250,000	250,000	0.0%
Membership/Season Tickets	16,079	7,831	0	0	0	0.0%
<b>Total Revenue</b>	<b>517,467</b>	<b>338,540</b>	<b>146,153</b>	<b>400,000</b>	<b>400,000</b>	<b>0.0%</b>

**THE DIVISION OF ARTS AND CULTURE - FUND 37**

**EXPENDITURE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>Operations:</b>						
Permanent Employees	414,518	581,287	634,430	635,507	587,163	-7.6%
Overtime	569	0	3,688	5,000	5,000	0.0%
Temporary Employees	31,121	30,543	27,206	30,163	31,326	3.9%
Employee Benefits	129,658	178,096	200,788	204,760	215,048	5.0%
Books & Dues	560	74	0	3,000	2,500	-16.7%
Advertising	0	0	0	2,500	2,500	0.0%
Travel & Training	1,182	76	960	3,000	2,500	-16.7%
Office Supplies	12,112	10,197	9,629	25,454	12,654	-50.3%
Equip. Maintenance	14,532	11,804	15,500	15,000	15,000	0.0%
Gasoline	737	896	2,188	2,700	2,200	-18.5%
Auto Maintenance	0	0	0	2,300	1,800	-21.7%
Auto Parts	231	2,800	743	1,800	1,800	0.0%
Software	0	0	0	5,500	500	-90.9%
Building & Grounds	16,195	13,638	10,702	26,781	26,781	0.0%
Utilities	121,109	122,763	137,900	133,000	133,000	0.0%
Telephone	15,103	12,232	12,232	9,520	9,220	-3.2%
Contingency	70,624	42,088	28,999	50,000	50,000	0.0%
Professional Services	2,529	2,616	1,538	5,800	3,000	-48.3%
General Health	71	105	0	250	250	0.0%
Special Supplies	36,486	63,711	43,872	72,942	71,542	-1.9%
Signs	0	0	0	2,500	2,500	0.0%
Insurance	20,878	0	0	1,900	1,200	-36.8%
Sold Services	0	(63,179)	(94,391)	(697,000)	0	-100.0%
Special Projects	52,418	6,552	1,517	550,000	0	-100.0%
ZAP Activities	43,049	47,007	81,722	(3,000)	0	-100.0%
Grant/Donation Funded Activities	0	0	0	122,000	0	-100.0%
Cultural Arts Board (CAB)	37,524	25,021	32,076	44,398	44,398	0.0%
Sister City	2,438	0	149	0	0	0.0%
WorldStage Concerts	0	600	9,400	0	0	0.0%
Events	0	8,324	5,150	10,000	10,000	0.0%
Transfer In From GF	(538,855)	(800,507)	(1,024,438)	(909,425)	(875,532)	-3.7%
<b>Subtotal Operations</b>	<b>484,789</b>	<b>296,741</b>	<b>141,560</b>	<b>356,350</b>	<b>356,350</b>	<b>0.0%</b>
<b>Maintenance:</b>						
Equipment Maintenance	17,688	18,902	16,421	16,450	16,450	0.0%
Gasoline	984	466	1,200	1,200	1,200	0.0%
Building & Grounds	25,528	25,990	25,770	26,000	26,000	0.0%
<b>Subtotal Maintenance</b>	<b>44,200</b>	<b>45,358</b>	<b>43,391</b>	<b>43,650</b>	<b>43,650</b>	<b>0.0%</b>
<b>Total Expenditures</b>	<b>528,989</b>	<b>342,099</b>	<b>184,951</b>	<b>400,000</b>	<b>400,000</b>	<b>0.0%</b>

**ARTS FOUNDATION - FUND 38  
REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>Arts Foundation:</b>						
Grants	0	0	0	30,000	30,000	0.0%
Donations/Contributions	0	0	1,644	16,000	16,000	0.0%
Restricted Purpose Donations	0	0	13,282	0	0	0.0%
In-Kind Contributions	0	0	0	108,000	108,000	0.0%
Capital Projects Grants/Contributions	0	0	0	500,000	500,000	0.0%
Event Income	0	0	0	50,000	50,000	0.0%
Interest Income	0	0	0	1,000	1,000	0.0%
<b>Total Revenue</b>	<b>0</b>	<b>0</b>	<b>14,926</b>	<b>705,000</b>	<b>705,000</b>	<b>0.0%</b>

**ARTS FOUNDATION - FUND 38  
EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>Operations:</b>						
Memberships/Dues/Subscriptions	0	0	0	500	500	0.0%
Travel/Training	0	0	0	500	500	0.0%
Supplies	0	0	172	12,800	12,800	0.0%
Vehicle Gasoline	0	0	0	500	500	0.0%
Vehicle Maintenance	0	0	0	500	500	0.0%
Software	0	0	0	5,000	5,000	0.0%
Office Space Rent	0	0	0	8,000	8,000	0.0%
Telephone	0	0	0	300	300	0.0%
Professional/Technical	0	0	0	2,800	2,800	0.0%
Special Supplies	0	0	0	1,400	1,400	0.0%
Insurance	0	0	0	700	700	0.0%
Special Projects	0	0	0	550,000	550,000	0.0%
UCCC Events	0	0	4,054	122,000	122,000	0.0%
Transfer Out	0	0	13,188	0	0	0.0%
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>17,414</b>	<b>705,000</b>	<b>705,000</b>	<b>0.0%</b>

**CAPITAL IMPROVEMENTS FUND - FUND 45**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>REVENUES:</b>						
Miscellaneous	75,677	80,190	79,402	0	0	0.0%
Fed/State Capital Projects	3,543,000	4,435,561	0	0	0	0.0%
Rolling Stock Interest	1,738	140	0	0	0	0.0%
Interest - Restricted Projects	0	13,893	0	0	0	0.0%
Gain on Sale of Asset	104,013	115,785	322,102	0	0	0.0%
<b>Total Revenues</b>	<b>3,724,428</b>	<b>4,645,569</b>	<b>401,504</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Other Sources</b>	<b>0</b>	<b>1,430,639</b>	<b>0</b>	<b>1,003,000</b>	<b>0</b>	<b>-100.0%</b>
<b>Total Revenue and Other Sources</b>	<b>3,724,428</b>	<b>6,076,208</b>	<b>401,504</b>	<b>1,003,000</b>	<b>0</b>	<b>-100.0%</b>

**CAPITAL IMPROVEMENTS FUND - FUND 45**

**EXPENDITURE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>EXPENDITURES:</b>						
Rolling Stock Lease Payments	422,995	413,906	481,688	392,275	326,822	-16.7%
Sold Services	(99,550)	(26,706)	(4,122,907)	0	0	0.0%
Special Projects	216,646	77,462	15,845	320,000	0	-100.0%
Facilities Projects	162,689	41,304	393,170	343,000	0	-100.0%
Chinese Gate	98,982	0	0	0	0	0.0%
Maverik Center Parking Lot	0	327,942	0	0	0	0.0%
City Hall Roof Repairs	28,241	29,566	0	0	0	0.0%
Remodel Fire Station #73	8,634	280,319	0	0	0	0.0%
City Hall Lobby 2nd Floor	0	22,501	0	0	0	0.0%
City Center Plaza	6,930	25,150	0	0	0	0.0%
City Center Promenade	471,003	0	0	0	0	0.0%
Faribourne Station	859,503	525,287	73,230	0	0	0.0%
6400 W Extention	246,817	1,083,652	2,124,631	0	0	0.0%
6200 S Extention	0	4,501	178,621	0	0	0.0%
SR-201 Frontage Rd at Bangeter	334,714	1,068,702	63,435	0	0	0.0%
SR-201 Frontage Rd at 7200 W	4,447	913,021	0	0	0	0.0%
Jordan River Pedestrian Bridge	7,870	588,655	0	0	0	0.0%
2400 S 4800 W Extention	0	351,440	1,878,242	0	0	0.0%
5600 W Widening	0	0	202,460	0	0	0.0%
Historic Granary Relocation	0	11,900	0	0	0	0.0%
UCCC Basement Buildout	0	0	8,935	0	0	0.0%
HAWK Crosswalk	0	0	45,944	0	0	0.0%
Sidewalk Projects	0	0	962	0	0	0.0%
Shop Expansion	0	0	258,892	0	0	0.0%
Skate Park	0	0	4,155	0	0	0.0%
Admin Special Projects	0	118,875	0	75,000	0	-100.0%
Finance Special Projects	0	0	0	150,000	0	-100.0%
CED Special Projects	0	0	8,000	0	0	0.0%
Police Special Projects	0	0	9,475	35,000	0	-100.0%
Fire Spceial Porjects	0	0	367,443	80,000	0	-100.0%
Public Works Special Projects	0	0	0	0	0	0.0%
Parks Special Projects	0	189,940	23,117	0	0	0.0%
Rolling Stock	1,053,875	1,981,574	1,361,210	1,000,000	0	-100.0%
Transfers Out	607,414	26,500	0	0	0	0.0%
Transfers In	(1,635,273)	(1,542,400)	(1,094,814)	(1,392,275)	(326,822)	-76.5%
<b>Total Expenditures</b>	<b>2,795,937</b>	<b>6,513,091</b>	<b>2,281,734</b>	<b>1,003,000</b>	<b>0</b>	<b>-100.0%</b>



**THE RIDGE GOLF CLUB FUND - FUND 55**

**REVENUE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>OPERATING REVENUE:</b>						
Green Fees	14,371	726,482	696,708	460,000	460,000	0.0%
Member Programs	0	0	0	80,000	85,000	6.3%
Carts	4,440	313,818	300,659	285,000	295,000	3.5%
Driving Range	561	27,598	27,932	30,000	35,000	16.7%
Grill/Catering	3,750	323,201	298,975	340,000	340,000	0.0%
Pro Shop	1,970	87,065	102,472	115,000	120,000	4.3%
Pull Carts	0	369	536	500	500	0.0%
Rental Clubs	0	1,614	2,139	2,500	2,500	0.0%
Used Balls	0	0	0	2,000	2,000	0.0%
Facility Rental	0	0	0	40,000	40,000	0.0%
Group Tournament	0	0	0	225,000	245,000	8.9%
Gratuities	0	0	0	45,000	45,000	0.0%
Miscellaneous	1,000	0	0	5,000	5,000	0.0%
Research & Demonstration	0	3,300	800	0	0	0.0%
Interest Income	33,832	8,957	0	0	0	0.0%
Gain on Sale of Assets	1,581	1,604	0	0	0	0.0%
Funding Other Sources	0	0	0	398,630	398,930	0.1%
<b>Total Revenue</b>	<b>61,505</b>	<b>1,494,008</b>	<b>1,430,221</b>	<b>2,028,630</b>	<b>2,073,930</b>	<b>2.2%</b>

**THE RIDGE GOLF CLUB FUND - FUND 55**

**EXPENSE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
<b>OPERATING EXPENSES</b>						
<b>OPERATIONS:</b>						
Personnel	205,730	314,235	336,898	301,455	317,226	5.2%
Operations	67,488	71,605	73,406	76,850	73,000	-5.0%
Professional Services	894	36,445	48,622	29,405	29,405	0.0%
Utilities	14,104	31,516	26,537	36,000	36,000	0.0%
<b>Operations Subtotal</b>	<b>288,216</b>	<b>453,801</b>	<b>485,463</b>	<b>443,710</b>	<b>455,631</b>	<b>2.7%</b>
<b>MAINTENANCE:</b>						
Personnel	304,969	309,925	338,959	347,637	366,947	5.6%
Operating Supplies	366,441	219,988	208,284	168,441	168,441	0.0%
Utilities	112,134	116,378	101,902	178,885	178,885	0.0%
<b>Maintenance Subtotal</b>	<b>783,544</b>	<b>646,291</b>	<b>649,145</b>	<b>694,963</b>	<b>714,273</b>	<b>2.8%</b>
<b>GRILL/CATERING</b>						
Personnel	102,547	188,863	213,184	250,117	246,506	-1.4%
Operating Supplies	15,863	25,787	24,481	32,840	41,940	27.7%
<b>Snack Bar Subtotal</b>	<b>118,410</b>	<b>214,650</b>	<b>237,665</b>	<b>282,957</b>	<b>288,446</b>	<b>1.9%</b>
<b>COST OF SALES:</b>						
Cost of Goods Sold	1,187	57,779	72,589	75,000	70,000	-6.7%
Grill/Snack Bar	11,309	123,464	102,327	135,000	135,000	0.0%
Depreciation	138,358	435,427	418,040	397,000	410,580	3.4%
<b>Cost of Sales Subtotal</b>	<b>150,854</b>	<b>616,670</b>	<b>592,956</b>	<b>607,000</b>	<b>615,580</b>	<b>1.4%</b>
<b>Total Operating Expenses</b>	<b>1,341,024</b>	<b>1,931,412</b>	<b>1,965,229</b>	<b>2,028,630</b>	<b>2,073,930</b>	<b>2.2%</b>
<b>NON-OPERATING EXPENSES:</b>						
Transfer In (Gen.Fund)	0	(38,388)	(8,599)	0	0	0.0%
Transfer Out	1,705,170	1,647	0	0	0	0.0%
Debt-Retirement (Gen. Fund)	0	0	0	0	0	0.0%
<b>Total Non-Operating Expenses</b>	<b>1,705,170</b>	<b>(36,741)</b>	<b>(8,599)</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>Total Expenses</b>	<b>3,046,194</b>	<b>1,894,671</b>	<b>1,956,630</b>	<b>2,028,630</b>	<b>2,073,930</b>	<b>2.2%</b>

**STONEBRIDGE GOLF COURSE FUND - FUND 57**

**REVENUE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>OPERATING REVENUE:</b>						
Green Fees	838,939	763,886	794,294	489,000	495,000	1.2%
Member Programs	0	0	0	90,000	100,000	11.1%
Carts	296,972	289,803	332,927	228,500	238,500	4.4%
Driving Range	18,732	17,589	17,657	17,400	19,400	11.5%
Grill/Catering	577,697	515,371	545,434	440,000	455,000	3.4%
Pro Shop	197,035	190,050	223,539	168,000	175,000	4.2%
Pull Carts	699	661	650	500	500	0.0%
Rental Clubs	8,209	7,180	9,112	6,700	6,700	0.0%
Used Balls	0	0	0	5,000	7,000	40.0%
Facility Rental	0	0	0	40,000	55,000	37.5%
Group Tournament	0	0	0	285,000	295,000	3.5%
Gratuities	0	0	0	55,000	55,000	0.0%
Misc.	252	5,000	0	5,000	10,000	100.0%
<b>Total Op. Revenue</b>	<b>1,938,535</b>	<b>1,789,540</b>	<b>1,923,613</b>	<b>1,830,100</b>	<b>1,912,100</b>	<b>4.5%</b>
<b>NON-OPERATING REVENUE:</b>						
Int. Earnings (Res. Fund)	686	0	0	0	0	0.0%
Gain on Sale of Assets	7,533	18,095	66,757	0	43,600	100.0%
Funding Other Sources	0	0	0	0	226,740	100.0%
<b>Total Non-Operating Rev</b>	<b>8,219</b>	<b>18,095</b>	<b>66,757</b>	<b>0</b>	<b>270,340</b>	<b>100.0%</b>
<b>Total Revenue</b>	<b>1,946,754</b>	<b>1,807,635</b>	<b>1,990,370</b>	<b>1,830,100</b>	<b>2,182,440</b>	<b>19.3%</b>

**STONEBRIDGE GOLF COURSE FUND - FUND 57**

**EXPENSE STATEMENT**

	<b>Actual 2012-2013</b>	<b>Actual 2013-2014</b>	<b>Actual 2014-2015</b>	<b>Adopted 2015-2016</b>	<b>Proposed 2016-2017</b>	<b>Percent Change</b>
<b>OPERATING EXPENSES</b>						
<b>OPERATIONS:</b>						
Personnel	275,802	308,683	332,792	343,538	363,875	5.9%
Operations	65,873	74,971	140,226	102,060	182,360	78.7%
Professional Services	44,086	45,190	50,542	34,000	34,000	0.0%
Utilities	44,488	42,798	47,656	37,000	37,000	0.0%
<b>Operations Subtotal</b>	<b>430,249</b>	<b>471,642</b>	<b>571,216</b>	<b>516,598</b>	<b>617,235</b>	<b>19.5%</b>
<b>MAINTENANCE:</b>						
Personnel	344,321	354,635	376,903	382,463	409,534	7.1%
Operating Supplies	202,015	194,227	200,158	208,676	208,676	0.0%
Utilities	135,682	126,099	140,482	178,215	178,215	0.0%
<b>Maintenance Subtotal</b>	<b>682,018</b>	<b>674,961</b>	<b>717,543</b>	<b>769,354</b>	<b>796,425</b>	<b>3.5%</b>
<b>GRILL/CATERING:</b>						
Personnel	219,889	242,305	271,125	262,092	285,740	9.0%
Operating Supplies	42,219	37,235	40,105	39,400	44,400	12.7%
<b>Snack Bar Subtotal</b>	<b>262,108</b>	<b>279,540</b>	<b>311,230</b>	<b>301,492</b>	<b>330,140</b>	<b>9.5%</b>
<b>COST OF SALES:</b>						
Cost of Goods Sold	129,047	127,741	155,833	120,000	120,000	0.0%
Grill/Snack Bar	179,937	162,225	178,439	180,000	180,000	0.0%
Depreciation	130,246	133,830	226,737	227,000	226,740	-0.1%
<b>Cost of Sales Subtotal</b>	<b>439,230</b>	<b>423,796</b>	<b>561,009</b>	<b>527,000</b>	<b>526,740</b>	<b>0.0%</b>
<b>Total Oper Expenses</b>	<b>1,813,605</b>	<b>1,849,939</b>	<b>2,160,998</b>	<b>2,114,444</b>	<b>2,270,540</b>	<b>7.4%</b>
<b>NON-OPERATING EXPENSES:</b>						
Equipment Lease	0	0	352,218	107,078	107,078	0.0%
Fund Transfer (GF)	(1,598,801)	(1,395,439)	(358,249)	(1,540,955)	(1,346,080)	-12.6%
Debt-Retire Bond	411,537	380,382	0	1,149,533	1,150,902	0.1%
<b>Total Non-Operating Expenses</b>	<b>(1,187,264)</b>	<b>(1,015,057)</b>	<b>(6,031)</b>	<b>(284,344)</b>	<b>(88,100)</b>	<b>-69.0%</b>
<b>Total Expenses</b>	<b>626,341</b>	<b>834,882</b>	<b>2,154,967</b>	<b>1,830,100</b>	<b>2,182,440</b>	<b>19.3%</b>

**GRANTS - FUND 60  
REVENUE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
CDBG Projects	852,754	868,118	1,073,977	1,100,000	1,300,000	18.2%
HOME & Federal Grants	1,532,756	679,598	662,893	300,000	300,000	0.0%
PSN Grants	88,772	154,787	117,743	0	0	0.0%
State Grants	0	159,641	4,630,121	0	0	0.0%
Other Governmental Agencies	0	63,179	64,000	0	0	0.0%
<b>Subtotal</b>	<b><u>2,474,282</u></b>	<b><u>1,925,323</u></b>	<b><u>6,548,734</u></b>	<b><u>1,400,000</u></b>	<b><u>1,600,000</u></b>	<b><u>14.3%</u></b>

**GRANTS - FUND 60  
EXPENDITURE STATEMENT**

	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>	<b>Adopted</b>	<b>Proposed</b>	<b>Percent</b>
	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>Change</b>
Personnel	240,447	248,487	211,533	157,985	125,344	-20.7%
General Operations	(53,276)	(37,763)	7,212	14,640	14,640	0.0%
CDBG Projects	665,584	660,923	855,234	927,375	1,160,016	25.1%
HOME & Federal Grants	1,532,756	679,598	519,071	300,000	300,000	0.0%
PSN Grants	88,772	154,787	117,743	0	0	0.0%
State Grants	0	159,641	4,649,121	0	0	0.0%
Other Governmental Agencies	0	63,179	64,000	0	0	0.0%
Transfer Out	0	360	0	0	0	0.0%
Transfer In	0	(3,887)	(3,572)	0	0	0.0%
<b>Subtotal</b>	<b><u>2,474,283</u></b>	<b><u>1,925,325</u></b>	<b><u>6,420,342</u></b>	<b><u>1,400,000</u></b>	<b><u>1,600,000</u></b>	<b><u>14.3%</u></b>

**AMBULANCE FUND - FUND 66**

**REVENUE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>OPERATING REVENUE:</b>						
Ambulance Fees	2,026,372	1,511,428	1,800,168	1,700,310	1,400,000	-17.7%
Collections Proceeds	0	166,220	175,355	200,000	200,000	0.0%
Funding Other Sources	0	0	0	0	113,361	100.0%
<b>Total Operating Revenue</b>	<b><u>2,026,372</u></b>	<b><u>1,677,648</u></b>	<b><u>1,975,523</u></b>	<b><u>1,900,310</u></b>	<b><u>1,713,361</u></b>	<b><u>-9.8%</u></b>

**AMBULANCE FUND - FUND 66**

**EXPENSE STATEMENT**

	Actual 2012-2013	Actual 2013-2014	Actual 2014-2015	Adopted 2015-2016	Proposed 2016-2017	Percent Change
<b>OPERATING EXPENSES</b>						
<b>OPERATIONS</b>						
Permanent Employees	927,987	871,293	822,530	894,703	762,280	-14.8%
Overtime	25,888	13,938	15,346	46,970	46,970	0.0%
Additional Pay	100	0	0	0	0	0.0%
Employee Benefits	397,730	384,160	356,187	399,301	348,914	-12.6%
Uniform Allowance	16,125	14,775	17,550	20,400	16,800	-17.6%
Travel/Training	0	0	0	5,825	5,825	0.0%
Office Supplies	0	0	0	2,390	2,390	0.0%
Equipment Maint.	379	0	0	2,987	2,987	0.0%
Gas/Diesel	29,520	32,040	25,321	30,588	30,588	0.0%
Auto Maintenance	32,340	22,144	30,296	52,974	52,974	0.0%
Auto Parts	42,458	26,645	28,254	43,000	43,000	0.0%
Billing Services	119,151	98,579	117,265	165,000	165,000	0.0%
General Health	0	0	0	7,650	7,650	0.0%
Insurance	0	0	4,332	0	0	0.0%
Public Safety Supplies	63,893	38,128	46,716	93,450	93,450	0.0%
Depreciation	186,915	193,735	200,498	106,248	108,316	1.9%
<b>Total Operating Expenses</b>	<b><u>1,842,486</u></b>	<b><u>1,695,437</u></b>	<b><u>1,664,295</u></b>	<b><u>1,871,486</u></b>	<b><u>1,687,144</u></b>	<b><u>-9.9%</u></b>
<b>NON-OPERATING EXPENSES:</b>						
Lease Agreement	1,490	738	2,246	28,824	26,217	-9.0%
Transfer Out	0	0	244,845	0	0	0.0%
Transfer In	(607,414)	(15,874)	0	0	0	0.0%
<b>Total Non-Operating Expenses</b>	<b><u>(605,924)</u></b>	<b><u>(15,136)</u></b>	<b><u>247,091</u></b>	<b><u>28,824</u></b>	<b><u>26,217</u></b>	<b><u>-9.0%</u></b>
<b>Total Expenses</b>	<b><u>1,236,562</u></b>	<b><u>1,680,301</u></b>	<b><u>1,911,386</u></b>	<b><u>1,900,310</u></b>	<b><u>1,713,361</u></b>	<b><u>-9.8%</u></b>

April 28, 2016

**MEMORANDUM**

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

**City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.**

**City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.**

**May**

May 3, 2016 <i>Tuesday</i>	Municipal Stormwater in Utah: Enforcement Trends, Compliance Challenges, and Practical Solutions, 8:00 AM- 10:00 AM- Holland & Hart, 222 South Main Street, Suite 2200, Salt Lake City
May 3, 2016 <i>Tuesday</i>	RDA, HA, and BA Meetings Scheduled
May 5, 2016 <i>Thursday</i>	UDOT Annual Visit with County and Cities, 9 A.M.- 11 A.M.- Calvin Rampton Complex (1 <sup>st</sup> floor), 4501 South 2700 West
May 7, 2016 <i>Saturday</i>	Big Ass Show/ Death Cab for Cutie, 4:00 PM- USANA Amphitheatre, 5125 South 6400 West
May 10, 2016 <i>Tuesday</i>	Special RDA, HA, and BA Meetings Scheduled
May 12, 2016 <i>Thursday</i>	Youth Arts Festival, 5:00 P.M.-6:30 P.M.- Fairbourne Station, 2900 West Lehman Ave

May 14, 2016 <i>Saturday</i>	Fire Ops 101, 7:00 AM- 3:00 PM- Stansbury Elementary School, 3050 South 2700 West
May 18, 2016 Other <i>Wednesday</i> Senior	Harman Heritage Series- Drops in a Bucket & Songs, 1:00 P.M.- 2:00 P.M. - Harman Recreation Center, 4090 South 3600 West
May 19, 2016 <i>Thursday</i>	My Place Economy Extended Stay Grand Opening, 11:00 AM to 2:00 PM- 3074 Decker Lake Drive
May 20, 2016 <i>Friday</i>	Free Movies in the Park ( <i>Movie: Turbo</i> ), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
May 24, 2016 <i>Tuesday</i>	Silent Hero Breakfast, 8:00 AM- 9:30 AM- Granite Education Foundation, 2500 S State Street- Five Story Building Room #D102
May 26, 2016 <i>Thursday</i>	Summer at the Station Concert
May 30, 2016 <i>Monday</i>	Memorial Day Holiday- City Hall Closed
May 31, 2016	No City Council Meetings- 5 <sup>th</sup> Tuesday

## **June**

June 3, 2016 <i>Friday</i>	Free Movies in the Park ( <i>Movie: Bee Movie</i> ), Starts at Dusk (Approx. 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave
June 7, 2016 <i>Tuesday</i>	RDA, HA, and BA Meetings Scheduled
June 9, 2016 <i>Thursday</i>	Summer at the Station Concert
June 9, 2016 <i>Thursday</i>	Slipknot with Marilyn Manson, 6:30 PM- USANA Amphitheatre, 5125 South 6400 West

June 13, 2016- June 24, 2016 <i>Thursday- Sunday</i>	WestFest- Centennial Park, 5405 West 3100 South
June 14, 2016 <i>Tuesday</i>	Steely Dan/Steve Winwood, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
June 15, 2016 <i>Wednesday</i>	Harman Heritage Series- Art Alive! Stories Behind the Art, 1:00 P.M.- 2:00 P.M. - Harman Senior Recreation Center, 4090 South 3600 West
June 17, 2016 <i>Friday</i>	Free Movies in the Park ( <i>Movie: TBD</i> ), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
June 23, 2016 <i>Thursday</i>	Summer at the Station Concert
June 24, 2016 <i>Friday</i>	Jason Aldean, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
June 25, 2016 <i>Saturday</i>	Boston, 7:30 PM, USANA Amphitheatre, 5125 South 6400 West
June 30, 2016 – July 4, 2016	Traveling Vietnam Memorial Replica “The Healing Wall”- Location TBD

## **July**

July 4, 2016 <i>Monday</i>	Independence Day Holiday- City Hall Closed
July 7, 2016 <i>Thursday</i>	Summer at the Station Concert
July 8, 2016 <i>Friday</i>	Free Movies in the Park ( <i>Movie: Madagascar 3</i> ), Starts at Dusk (Approx 9:30 PM)- Fairbourne Station, 2900 West Lehman Ave
July 9, 2016 <i>Saturday</i>	Bret Michaels, 4:00 PM- USANA Amphitheatre, 5125 South 6400 west
July 10, 2016	G-Eazy “Endless Summer Tour”, 6:30 PM- USANA

<i>Sunday</i>	Amphitheatre, 5125 South 6400 West
July 16, 2016 <i>Saturday</i>	The Piano Guys, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 20, 2016 <i>Wednesday</i>	Korn & Rob Zombie, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 21, 2016 <i>Thursday</i>	Keith Urban feat. Brett Eldredge, 7:30 PM- USANA Amphitheatre, 5125 South 6400 West
July 21, 2016 <i>Thursday</i>	Summer at the Station Concert
July 25, 2016 <i>Monday</i>	Pioneer Day Holiday- City Hall Closed
July 26, 2016 <i>Tuesday</i>	Weezer/ Panic at the Disco, 7:00 PM- USANA Amphitheatre, 5125 South 6400 West
July 29, 2016 <i>Friday</i>	Florida Georgia Line, 7:00 PM- USANA Amphitheatre, 5125 South 5400 West
July 29, 2016 Dusk <i>Friday</i> West	Free Movies in the Park ( <i>Movie: Rio</i> ), Starts at (Approx. 9:30 PM)- Centennial Park, 5415 3100 South

## **August**

August 2, 2016 <i>Tuesday</i>	National Night Out/ No City Council Meetings
August 4, 2016 <i>Thursday</i>	Summer at the Station Concert
August 12, 2016 <i>Friday</i>	Free Movies in the Park ( <i>Movie: Kung Fu Panda 3</i> ), Starts at Dusk (Approx. 9:30 PM)- Centennial Park, 5415 West 3100 South
August 18, 2016	Summer at the Station Concert



## *Thursday*

August 20, 2016  
*Saturday*

Josh Groban with Special Guest Sarah McLachlan,  
7:30 PM- USANA Amphitheatre, 5125 South 6400  
West

August 21, 2016  
USANA  
*Sunday*

Journey and The Doobie Brothers, 7:00 PM-  
Amphitheatre, 5125 South 6400 West

August 26, 2016  
*Friday*

5 Seconds of Summer, 7:00 PM- USANA  
Amphitheatre, 5125 South 6400 West

August 27, 2016  
*Saturday*

Lynyrd Skynyrd, 8:00 PM- USANA Amphitheatre,  
5125 South 6400 West

August 29, 2016  
USANA  
*Monday*

Heart, Cheap Trick, and Joan Jett, 6:30 PM-  
Amphitheatre, 5125 South 6400 West

August 30, 2016

**No Council Meetings- 5<sup>th</sup> Tuesday**

## **September**

September 2, 2016  
*Friday*

The Dixie Chicks, 7:00 PM- USANA Amphitheatre,  
5125 South 6400 West

September 5, 2016  
*Monday*

Labor Day Holiday- City Hall Closed

September 11, 2016  
*Sunday*

Black Sabbath, 7:30 PM- USANA Amphitheatre,  
5125 South 6400 West

September 16, 2016  
*Friday*

Def Leppard with REO Speed Wagon and Tesla,  
7:00 PM- USANA Amphitheatre, 5125 South 6400  
West

September 17, 2016  
*Saturday*

Dirks Bentley, TBD- USANA Amphitheatre, 5125  
South 6400 West

September 30, 2016  
*Friday*

Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125  
South 6400 West

## **October**

October 1, 2016  
*Saturday*

Luke Bryan, 5:00 PM- USANA Amphitheatre, 5125  
South 6400 West

October 4, 2016  
*Tuesday*

RDA, HA, and BA Meetings Scheduled

October 13, 2016  
*Thursday*

Brantley Gilbert, TBD- USANA Amphitheatre, 5125  
South 6400 West

## **November**

November 11, 2016  
*Friday*

Veteran's Day Holiday

November 24, 2016  
*Thursday*

Thanksgiving Holiday- City Hall Closed

November 29, 2016

No Council Meetings- 5<sup>th</sup> Tuesday

## **December**

December 27, 2016

No Council Meetings- Christmas